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ABSTRACT

Provisions, counterproposals, and contract language pertinent to higher education contract provisions for faculty collective bargaining agreements are examined. The guide is designed to present alternative options available. The major topics that are covered are as follows: contract management and legal provisions, governance structure and personnel policies, academic provisions, working conditions, and salary and fringe benefits. Samples of forms and schedules often found in contract appendices and sample contract language are included. The section on contract clauses supplies the following information: whether the clause is taken from the agreement of a two-year or four-year institution, a public or private school, or a specialized professional school. Contracts for a number of different types of institutions are analyzed, and representative contracts for adjunct faculty, teaching assistants, and librarians are included. A glossary of terms and primary sources of economic and statistical data define terms and provide sources of information unique to higher education collective bargaining. (SW)

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CONTRACT DEVELOPMENT

IN

HIGHER EDUCATION

FACULTY COLLECTIVE BARGAINING

A GUIDE TO PROVISIONS, CLAUSES, TERMS AND COUNTERPROPOSALS

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INTRODUCTION

Faculty collective bargaining in higher education has experienced more than a decade of growth, from a phenomenon affecting relatively few institutions to one involving approximately 400 colleges and universities covering almost 700 campuses. Enabling legislation has now been passed in 24 states, with additional coverage being afforded private institutions of higher education under the National Labor Relations Act. The recent Surpreme Court decision in NLRB v. Yeshiva University has served to refuel the debate over faculty bargaining and its relation to the more traditional governance structures on college campuses, adding further diversity and complexity to the "state of the art" of campus bargaining in the 1980's.

Consistent with the traditional role of the National Center as a source of research, and in response to the ongoing and perhaps increasing needs of the collective bargaining community in the face of growing financial pressures and a new legal environment, Contract Development in Higher Education Faculty Collective Bargaining has been designed to assist those involved in the collective bargaining process and, more specifically, those whose task it is to reduce the complexity of higher education concepts and faculty contract language to a written agreement. The goal of presenting these provisions, counterproposals and contract language is to articulate the trends and language unique to higher education contract provisions.

Collective bargaining has been described as an inefficient and time consuming process. A great deal of time and energy can be devoted to the drafting of actual contract language only to learn that the same problem has been resolved in an existing contract from another institution. In our analysis of over 300 faculty collective bargaining agreements, we have extracted the various approaches and language possible. These proposals and counterproposals are, however, intended to be representative and not exhaustive; parties to collective bargaining agreements must articulate their own needs, interests and expectations. No master agreement can cover all facets of faculty employment relationships relevant to every negotiating situation. Nor are we suggesting that all the provisions set forth in this project be included in every collective bargaining agreement or that sections omitted in your contract indicate an incomplete agreement. Not every employment relationship need speak to all the components outlined.

Contract Development thus does not present an "ideal" agreement that purports to meet the needs of all institutions, but is presented as a guide to the alternative options available, an approach that we hope will be valuable to both the experienced and new negotiators representing faculty and administration, as well as union and managerial personnel charged with the duty of contract administration and implementation. In addition, students, researchers and third party neutrals should find this book useful in their professional endeavors.

Organization and Format:

Part I, Components of Faculty Collective Bargaining Agreements outlines the subjects that are then analyzed in more detail in Part II, Contract Provisions and Counterproposals and Part III, Contract Clauses where sample contract language for these same component headings is given.

Five major headings have been selected to cover the broad spectrum of topics that are found in most higher education collective bargaining agreements. They are: I. Contract Management and Legal Provisions; II. Governance Structure and Personnel Policies; III. Academic Provisions; IV. Working Conditions; V. Salary and Fringe Benefits. Part VI. gives samples of forms and schedules often found in contract appendices. The page numbers in the "Components" section refer to both the contract provisions in Part II and the contract language in Part III. We think that this arrangement, as well as the more detailed subject index, will supply a useful subject arrangement for both the contract "options" and contract language.

Part II, Contract Provisions and Counterproposals, corresponds to the "Components" outline referred to above. Under each heading an explanation of the clause's intent or purpose is given, along with the various sub-topics that could or should be covered. Options or alternative approaches are listed. A slash (/) within the sentence is an and/or statement; a (-) is an explanation or expansion of a proposed alternative.

Part III, Contract Clauses, conforming to the same outline, identifies samples of contract language by use of a code which supplies the following information: whether the clause is taken from the agreement of a two- or four-year institution, a public or private school, or a specialized professional school. The number at the end of each clause supplies this and other information. Each number, e.g., B2(4), refers the reader to the Data Base Identification Code on pages 49 to 51. In this instance, the initial "B" refers to the geographic location; the "2" identifies it as a two-year school; the number within the brackets (4) identifies the institution by specialty and whether it is a public or private institution.

Contracts from the following types of institutions have been analyzed: 2- and 4-year schools in the public and private sector including research institutions, multi-campus units, religious institutions and professional or specialized schools such as technology, law, medicine, art, business and nursing. Representative contracts for adjunct faculty, teaching assistants and librarians have also been included. Care has been taken to insure a representative sampling of bargaining agents, as well as a geographic balance.

Clauses were selected to represent as many of the options presented in "Provisions and Counterproposals" as could be identified. The selection was made either because it was standard language or as a sample of an unusual or interesting clause. In the interests of maintaining institution and faculty organization anonymity, the names of institutions, unions, states and other identifying language have been omitted. Spacing and internal numbering were edited for ease of reading.

The next two parts, Glossary of Terms and Primary Sources of Economic and Statistical Data define terms and provide sources of information unique to higher education collective bargaining. The Subject Index refers to contract provisions by page number and to collective bargaining language by clause number.

Contract Development, designed primarily for use in the negotiation of contracts, also has its place on your bargaining shelf as a tool in contract administration and implementation programs. For those new to the collective bargaining process we have outlined the following suggested steps for using this manual in conjunction with the development of your contract:

- Organize existing or proposed agreements to correspond with the Components in Part I and note if any major concepts have been omitted unintentionally.

- Using Part II as a guide, identify the proposals or counterproposals related to specific problem areas and locate applicable clauses from Part III for use as a guide at arriving at your own language. The Glossary will help in clarifying higher education collective bargaining terminology.

- In the Note columns of Part II, maintain an ongoing critical evaluation of past employment relationships either with or without a collective bargaining agreement. Identify weaknesses and changes desired and note which options presented best help to solve these problem areas.

A project of this dimension would not have been possible without the support of those associated with the National Center. Many of the clauses and components of the book were tested at various workshops conducted throughout the country. Union leaders, college administrators, third party neutrals and academics in the field were consulted as to what types of resource materials and support data were needed to better prepare them for the bargaining process. The help of all those that supported the project in this way is gratefully acknowledged. Special appreciation, however, must be accorded by the authors to the following: to Ruby N. Hill for being a "consultant and idea person" in all phases of layout and production and for typing and proofreading various sections; to Loren A. Krause for assisting in the selection of contract clauses and research assistance on several aspects of the bargaining process; to Robina J. Stern for meticulous proofreading, support research and general assistance; to Lucy M. Silva and her staff in the Baruch College Word Processing Center for managing a difficult typing and production job with their usual expertise; and primarily, to Aaron Levenstein for his generous advice, time and commitment to the project.

COMPONENTS OF FACULTY COLLECTIVE BARGAINING AGREEMENTS

COMPONENTS OF FACULTY COLLECTIVE BARGAINING AGREEMENTS

I. CONTRACT MANAGEMENT AND LEGAL PROVISIONS

A. PREAMBLE/STATEMENT OF INTENT - CP7[*] CC52[**]

B. PARTIES TO CONTRACT/BARGAINING AGENT RECOGNITION - CP7 CC55

C. RECOGNITION OF BARGAINING UNIT - CP8 CC58

D. NON-DISCRIMINATION - CP8 CC63

E. BARGAINING AGENT RIGHTS INCLUDING CHECK-OFF AND UNION SECURITY - CP9 CC66

F. MANAGEMENT RIGHTS - CP11 CC73

G. SUBCONTRACTING - CP12 CC77

H. NO STRIKE - NO LOCKOUT - CP12 CC79

I. IMPASSE PROCEDURES - CP13 CC82

J. GRIEVANCE AND ARBITRATION PROCEDURES - CP13 CC83

K. DUE PROCESS - CP16 CC96

L. CONFORMITY TO LAW-SAVINGS CLAUSE - CP17 CC100

M. PAST PRACTICES - CP17 CC103

N. ZIPPER CLAUSE - CP17 CC105

O. NEGOTIATION FORMAT - CP18 CC107

P. REOPENING OF NEGOTIATIONS/NOTICE TO AMEND - CP18 CC111

Q. DATE AND DURATION, RATIFICATION, DISTRIBUTION OF AGREEMENT - CP19 CC114

R. TERMS AND DEFINITIONS - CP19 CC116

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[*] Page number of Contract Provisions

[**] Page number of Contract Clauses

II. GOVERNANCE STRUCTURE AND PERSONNEL POLICIES

A. FACULTY SENATE - CP20 CC119

B. STANDING COMMITTEES - CP20 CC121

C. LABOR MANAGEMENT COMMITTEES - CP21 CC128

D. DECISION-MAKING PROCESS - CP21 CC134

E. EVALUATION - CP22 CC140

F. FINANCIAL EXIGENCY - CP23 CC151

G. PERSONNEL POLICIES - APPOINTMENT, REAPPOINTMENT/NON-REAPPOINTMENT, PROMOTION, TENURE, SENIORITY, DISCIPLINE AND DISMISSAL, RETRENCHMENT/LAYOFF/RECALL, SEARCH AND SCREENING PROCEDURES -CP23 CC158

H. MEETINGS - CP27 CC206

I. LONG-RANGE PLANNING - CP27 CC207

J. STUDENT AFFAIRS - CP28 CC209

III. ACADEMIC PROVISIONS

A. ACADEMIC FREEDOM - CP29 CC214

B. RANKS AND TITLES: LIBRARIANS, STUDENT PERSONNEL PROFESSIONALS, BUSINESS AFFAIRS OFFICERS, NON-TEACHING PROFESSIONALS, ADJUNCT FACULTY, DEPARTMENT CHAIRPERSONS - CP29 CC220

C. PATENTS AND COPYRIGHTS; PUBLICATIONS - CP32 CC226

D. SPONSORED RESEARCH/GRANTS - CP33 CC230

E. PROFESSIONAL DEVELOPMENT - CP33 CC231

F. CURRICULUM AND COURSE DEVELOPMENT - CP34 CC234

IV. WORKING CONDITIONS

A. ACADEMIC/CALENDAR YEAR - CP35 CC236
B. WORKLOAD - CP35 CC239
C. PROFESSIONAL RESPONSIBILITIES - CP37 CC248
D. OUTSIDE EMPLOYMENT - CP37 CC254
E. LEAVE PROVISIONS - CP38 CC257
F. FACILITIES/OFFICE SPACE/SERVICES - CP43 CC267
G. PERSONNEL FILES - CP43 CC271

V. SALARY AND FRINGE BENEFITS

A. BASE SALARY STRUCTURE AND INCREMENTS - CP44 CC276
B. OVERLOAD ASSIGNMENT AND COMPENSATION - CP44 CC286
C. TUITION WAIVERS - CP45 CC289
D. INSURANCES - CP45 CC292
E. RETIREMENT - CP46 CC296

VI. APPENDIX

A. SALARY SCHEDULE - CC300
B. CHECK-OFF AUTHORIZATION - CC302
C. ACADEMIC CALENDAR - CC304
D. LOAD FORMULA - CC306
E. EVALUATION FORM - CC313
F. MEMORANDUM OF UNDERSTANDING - CC318
G. AMENDMENTS - CC319

APPENDIX (cont'd.)

H. FACULTY HANDBOOK - CC320

I. GRIEVANCE FORM - CC321

J. REAPPOINTMENT SCHEDULE - CC324

K. SABBATICAL APPLICATION - CC325

CONTRACT PROVISIONS AND COUNTERPROPOSALS

I. CONTRACT MANAGEMENT AND LEGAL PROVISIONS

A. PREAMBLE/STATEMENT OF INTENT

NOTES

1) PHILOSOPHICAL OBJECTIVES/ACADEMIC PURPOSE AND STANDARDS/INSTITUTIONAL GOALS
2) INTENT OF PARTIES - MUTUAL AIMS AND COMMUNITY OF INTEREST
3) PURPOSE OF AGREEMENT - ORDERLY RELATIONSHIP BETWEEN PARTIES
4) CONTRACTUAL LIMITATIONS

B. PARTIES TO CONTRACT/BARGAINING AGENT RECOGNITION

1) AGREEMENT DATE
2) INSTITUTION/OR STATE, CITY BODY OF AUTHORITY
3) FACULTY ORGANIZATION RECOGNITION
4) UNION AFFILIATION; NATIONAL ORGANIZATION
5) EXCLUSIVE REPRESENTATION OF BARGAINING AGENT
6) SUBCONTRACTING/INVOLVEMENT OF OTHER BARGAINING AGENTS
7) UNION DECERTIFICATION PROCEEDINGS/ SPECIFIC STATUTORY CRITERIA
8) UNION REPLACEMENT BY REPRESENTATION ELECTION - PROCEDURES
9) STATUTORY, ADMINISTRATIVE AGENCY PROVISIONS

C. RECOGNITION OF BARGAINING UNIT

NOTES

UNIT DETERMINATION: INCLUSIONS/EXCLUSIONS

1) FULL-TIME INSTRUCTIONAL/TITLES
2) ADJUNCT (PART-TIME) INSTRUCTIONAL
3) NON-TEACHING PROFESSIONALS
4) LIBRARIANS (INCLUDING/EXCLUDING HEAD LIBRARIAN)
5) COUNSELORS
6) ACADEMIC ADVISORS
7) ADMINISTRATIVE OFFICERS/TITLES
8) ADMINISTRATORS
9) DEPARTMENT CHAIRPERSONS
10) TEACHING GRADUATE ASSISTANTS
11) TECHNICAL STAFF
12) RESEARCH STAFF
13) EVENING INSTRUCTIONAL
14) SUMMER INSTRUCTIONAL
15) CONTINUING EDUCATION INSTRUCTIONAL
16) SEPARATE CAMPUSES
17) OTHER/MORE SPECIFIC DESIGNATIONS, DEFINITIONS
18) OTHER SPECIFIC EXCLUSIONS
19) PROVISION FOR NEW POSITIONS, TITLES

D. NON-DISCRIMINATION

1) STANDARD CLAUSE EXISTS RE. NON-DISCRIMINATION ON BASIS OF COLOR, NATIONAL ORIGIN, MARITAL STATUS,

NON-DISCRIMINATION (cont'd.)

NOTES

RELIGION, POLITICAL AFFILIATION, SEXUAL PREFERENCE, UNION MEMBERSHIP AND ACTIVITIES, PHYSICAL HANDICAP; RIGHT OF ASSOCIATION

2) SPECIFIC DETAILED LANGUAGE INCLUDED FOR ABOVE

3) STATUTORY CRITERIA/EXECUTIVE ORDERS, CIVIL RIGHTS ACT, AFFIRMATIVE ACTION PROGRAMS/STATE AND FEDERAL PROCEDURES

4) AFFIRMATIVE ACTION PLAN AS PART OF COLLECTIVE BARGAINING AGREEMENT/AS PART OF COLLEGE POLICY

5) UNION'S OBLIGATION TOWARD "FAIR REPRESENTATION" OF UNIT MEMBERS

6) NO PROVISION

E. BARGAINING AGENT RIGHTS

UNION SECURITY

1) OPEN SHOP

2) UNION SHOP

3) MAINTENANCE OF MEMBERSHIP - PRESENT/ FUTURE EMPLOYEES

4) AGENCY SHOP - LEGISLATIVE PROVISIONS

5) FAIR SHARE PROVISION

6) CONSCIENTIOUS OBJECTOR STATUS

7) PREFERENTIAL HIRING

8) RIGHT TO WORK LAW

9) NO PROVISION

UNION DUES CHECKOFF

1) MEMBERSHIP DUES CHECKOFF - VOLUNTARY/ COMPULSORY

BARGAINING AGENT RIGHTS: DUES CHECKOFF (cont'd)

NOTES

2) AGENCY SERVICE FEE/NON-MEMBER SERVICE FEE

3) INITIATION FEE

4) PAYROLL DEDUCTIONS/DIRECT PAYMENT - AMOUNT, PROCEDURE, FREQUENCY

5) AUTHORIZATION CARD FOR PAYROLL DEDUCTIONS

6) EXEMPTIONS/ALTERNATIVE PAYMENTS

7) NONCOMPLIANCE PROCEDURES; LIMIT OF UNIVERSITY'S LIABILITY

8) FACULTY TERMINATION PROVISIONS

UNION RIGHTS

1) RIGHT TO ORGANIZE ON CAMPUS

2) RIGHTS RE. BOARD MEETINGS - UNION REPRESENTATIVE AS OBSERVER/UNION REPRESENTATIVE ON AGENDA/UNION REPRESENTATIVE CAN ADDRESS BOARD

3) BOARD PROVIDES UNION WITH ADVANCE COPY OF AGENDA/MINUTES OF BOARD MEETINGS

4) BOARD PROVIDES UNION BY SPECIFIC DATE WITH INFORMATION RELEVANT TO NEGOTIATIONS - ANNUAL BUDGET, DEPARTMENT BUDGET, LIST OF EMPLOYEES AND SALARY, AGE, RANK, YEARS OF SERVICE, LOCATION

5) UNION ADVISED OF INSTITUTIONAL LONG-RANGE PLANNING

6) RIGHT TO CROSS PICKET LINE

7) NO PROVISION

UNION ACCESS TO INSTITUTION FACILITIES

1) OFFICE SPACE PROVIDED ON CAMPUS/RENTED OR NO COST

2) PROVISION OF ROOMS FOR UNION MEETINGS

BARGAINING AGENT RIGHTS: UNION ACCESS TO INSTITUTION FACILITIES (cont'd.)

NOTES

3) RIGHT TO DISTRIBUTE INFORMATION ON CAMPUS, USE FACULTY MAILBOXES, POST INFORMATION ON BULLETIN BOARD

4) COLLEGE TELEPHONE AND MAIL PRIVILEGES

5) USE OF COLLEGE STAFF, SERVICES AND EQUIPMENT - SECRETARIAL, DUPLICATING, COMPUTER

6) NO PROVISION

RELEASED TIME FOR UNION DUTIES

1) SPECIFIC POSITION DESIGNATED FOR RELEASED TIME - e.g., PRESIDENT OF UNION/GRIEVANCE CHAIRMAN

2) ADMINISTRATION REDUCES TEACHING LOAD IN CREDIT HOURS, FOR UNION EXECUTIVE/ UNION NEGOTIATORS

3) ADMINISTRATION ALLOTS TOTAL RELEASED TIME FOR LENGTH OF AGREEMENT TO UNION/REASONABLE TIME ALLOTTED AS NEEDED

4) NO PROVISION

F. MANAGEMENT RIGHTS

1) STANDARD CLAUSE: e.g., EXCEPT AS LIMITED BY SPECIFIC TERMS OF AGREEMENT, BOARD RETAINS RIGHTS NECESSARY TO CONDUCT AFFAIRS AND OPERATIONS OF UNIVERSITY

2) LEGAL/STATUTORY RIGHTS OF INSTITUTION/ BOARD OF TRUSTEES

3) GENERAL AREAS OF RESPONSIBILITIES AND AUTHORITY OF BOARD OF TRUSTEES OUTLINED

4) MANAGEMENT RIGHTS LIMITED TO GOVERNANCE STRUCTURE OF INSTITUTION

MANAGEMENT RIGHTS (cont'd.)

5) MANAGEMENT RIGHTS DISPUTES SUBJECT TO GRIEVANCE PROCEDURE

6) NO PROVISION

NOTES

G. SUBCONTRACTING

1) STATUTORY/JUDICIAL PROHIBITIONS

2) CONTRACTUAL PROHIBITIONS/ALLOWANCES RE. AREAS OF SUBCONTRACTING

3) MANAGEMENT RIGHT/MANDATORY SUBJECT OF NEGOTIATIONS

4) SUBSTITUTE INSTRUCTIONAL ARRANGEMENTS

5) VISITING PROFESSORSHIP - UNIT INCLUSION PROVISIONS

6) NO PROVISION

H. NO STRIKE - NO LOCKOUT

1) STATUTORY/CONTRACTUAL PROHIBITIONS - STRIKE, WORK STOPPAGE, WALKOUT, SLOW-DOWN, LOCKOUT, INTERRUPTION OF WORK

2) BARGAINING AGENT GUARANTEES NO STRIKE DURING LIFE OF AGREEMENT

3) COMPULSORY ARBITRATION PRIOR TO STRIKE OR LOCKOUT

4) UNAUTHORIZED STRIKE - UNION RESPONSIBILITY/UNION LIBEL FOR ECONOMIC SANCTIONS

5) BREACH OF CONTRACT SUITS; DISCIPLINARY ACTIONS FOR UNLAWFUL STOPPAGE

6) NO PROVISION

I. IMPASSE PROCEDURES

1) STATUTORY CRITERIA
2) DECLARATION OF IMPASSE - UNILATERAL/ BILATERAL
3) STATUTORY/CONTRACTUAL PROVISIONS RE. TIME FRAME
4) CRITERIA TO BE USED BY FACT-FINDER, ARBITRATOR
5) SELECTION OF NEUTRAL
6) POWERS, DUTIES, AUTHORITY OF MEDIATORS/ FACT-FINDERS/ARBITRATORS
7) NEUTRALS' FEES - SHARED/OTHER
8) NO PROVISION

NOTES

J. GRIEVANCE AND ARBITRATION PROCEDURES

INTENT AND DEFINITION

1) NO PROVISION FOR GRIEVANCE PROCEDURE; INFORMAL RESOLUTION ONLY
2) FORMAL MECHANISM PROVIDED FOR RESOLUTION OF GRIEVANCES
3) SCOPE OF COMPLAINTS COVERED UNDER AGREEMENT
4) DEFINITION OF CONTRACT GRIEVANCE
5) DEFINITION OF PERSONAL GRIEVANCE
6) CLASS ACTION GRIEVANCE

TIME LIMITS: SUBMISSION OF GRIEVANCE

1) NO TIME LIMIT/REASONABLE TIME LIMIT/ NUMBER OF WORKING DAYS SPECIFIED
2) PROVISION FOR ONGOING GRIEVANCE/NO TIME LIMITS STATED

GRIEVANCE AND ARBITRATION PROCEDURES: TIME LIMITS (cont'd.)

NOTES

3) TIME LIMIT FROM ALLEGED OCCURRENCE OF GRIEVANCE/TIME LIMIT FROM DATE GRIEVANT SHOULD HAVE KNOWN OF GRIEVANCE

4) DIFFERENT TIME LIMITS FOR SPECIAL CLASSES OF CLAIMS

5) PROVISION FOR EXTENSION OF TIME LIMITS

PROCEDURAL STEPS: GRIEVANCE

1) INFORMAL RESOLUTION

2) UNION OR OTHER REPRESENTATION

3) IMMEDIATE SUPERVISOR LEVEL - CHAIRPERSON

4) EMPLOYEE RELATIONS DESIGNEE - COLLEGE LEVEL

5) ACADEMIC DEAN/VICE-PRESIDENTIAL LEVEL

6) PRESIDENT

7) BOARD OF TRUSTEES

8) NEUTRAL ARBITRATOR

9) TIME LIMITS - PROCEDURES FOR EACH STEP

10) RESOLUTIONS - PRECEDENT SETTING OR NOT AT EACH STEP

EXPEDITED PROCESS: GRIEVANCE

1) INCLUSION OF SPECIFIED TOPICS FOR EXPEDITED PROCESS, e.g., DISCHARGE, DISCIPLINE

2) BY-PASS IMMEDIATE SUPERVISORY LEVEL

3) CLASS ACTION GRIEVANCE DIRECTLY TO ARBITRATOR

4) BENCH AWARD

5) WAIVER OF TIME LIMITS

6) NO PROVISION

GRIEVANCE AND ARBITRATION PROCEDURES (cont'd.)

NOTES

UNION REPRESENTATION AT GRIEVANCE

1) UNION REPRESENTATIVE NOT PRESENT IF GRIEVANT OBJECTS

2) UNION OBSERVER ONLY

3) UNION RESERVES RIGHT

4) NO LIMITS ON UNION REPRESENTATION

5) UNION RIGHTS RE. CLASS ACTION

SELECTION OF ARBITRATOR AND FEE

1) IMPARTIAL CHAIRMAN

2) ROTATING PANEL/LIST OF PERMANENT ARBITRATORS NAMED IN CONTRACT

3) TRIPARTITE BOARD

4) NEUTRAL AGENCY - AMERICAN ARBITRATION ASSOCIATION/FEDERAL MEDIATION AND CONCILIATION SERVICE/PUBLIC EMPLOYMENT RELATIONS BOARD/STATE MEDIATION BOARD

5) SHARED COSTS - EQUAL/OTHER

6) LOSING PARTY/INITIATING PARTY PAYS TOTAL COSTS

7) NO PROVISION

TYPE OF ARBITRATION DECISIONS

1) ADVISORY - BINDING ON NEITHER PARTY

2) ADVISORY - LOSING PARTY MUST SHOW CAUSE WHY IT SHOULD NOT BE IMPLEMENTED

3) FINAL AND BINDING ON BOTH PARTIES

4) AWARD CONSTITUTES PRECEDENT

5) JUDICIAL REVIEW IN COURT OF COMPETENT JURISDICTION

NOTES

ARBITRATOR'S POWERS/LIMITATIONS/JURISDICTIONS

1) ARBITRABILITY OF GRIEVANCE DEFINED

2) NO POWER TO ADD TO, SUBTRACT FROM, ALTER, OR DISREGARD TERMS OF AGREEMENT

3) NO POWER TO AWARD PUNITIVE DAMAGES

4) LIMITS ON BACK PAY AWARDS

5) NO POWER TO QUESTION ACADEMIC JUDGMENTS

6) JURISDICTIONAL/LEGISLATIVE LIMITS

7) NO RESTRICTIONS

8) TIME LIMITS FOR ISSUANCE OF AWARD

INTEREST ARBITRATION

1) ARBITRATOR'S AUTHORITY - CONTRACTUAL/ STATUTORY/JUDICIAL/IMPASSE PROCEDURES

2) ECONOMIC ONLY/NON-ECONOMIC ITEMS ALLOWED

3) FINAL OFFER ARBITRATION/LAST OFFER, BEST OFFER - ARBITRATOR MUST ACCEPT EITHER PARTY'S FINAL PACKAGE OFFER OR FASHION AWARD UTILIZING COMPONENTS FROM EACH

4) STANDARDS USED BY ARBITRATOR - ABILITY TO PAY/COMPARABILITY/PREVAILING WAGE RATE/RELEVANT ECONOMIC DATA/BARGAINING HISTORY/PRODUCTIVITY STANDARDS

5) CRITERIA, PROCEDURES NOT SPECIFIED

K. DUE PROCESS

1) STATEMENT OF PROCEDURAL RIGHTS, APPLICABILITY AND PURPOSE

2) CONSTITUTIONAL PROTECTIONS/STATUTORY REQUIREMENTS

DUE PROCESS (cont'd.)

NOTES

3) JUST CAUSE REQUIREMENT FOR DISCIPLINE, DISMISSAL, SUSPENSIONS

4) GRIEVANCE PROCEDURE PROVISIONS

5) NO PROVISION

L. CONFORMITY TO LAW - SAVINGS CLAUSE

1) DECISIONS OF LEGISLATIVE BODY/COURT/ ADMINISTRATIVE AGENCY NECESSITATING SAVINGS CLAUSE

2) PROVISION FOR REOPENING CONTRACT NEGOTIATIONS/REPLACEMENT OF INVALID PART OF AGREEMENT

3) SEPARABILITY/SEVERABILITY CLAUSE RE. VALIDITY OF REST OF AGREEMENT

4) NO PROVISION

M. PAST PRACTICES

1) DEFINITION OF BENEFITS, RIGHTS AND PRACTICES TO CONTINUE

2) PAST PRACTICES AND POLICIES SUBJECT/NOT SUBJECT TO GRIEVANCE PROCEDURE

3) PAST PRACTICES LIMITED ONLY TO GOVERNANCE PROCESS

4) SEPARABILITY/SEVERABILITY CLAUSE APPLICABLE TO PRACTICE

5) NO PROVISION

N. ZIPPER CLAUSE

1) COMPLETE AGREEMENT/NO REOPENERS - WAIVER OF RIGHTS TO FURTHER BARGAINING DURING LIFE OF AGREEMENT

ZIPPER CLAUSE (cont'd.)

NOTES

2) MANAGEMENT RIGHT/RESIDUAL THEORY AS IMPLIED ALTERNATIVE

3) PRIMACY OF AGREEMENT OVER PREVIOUS AGREEMENTS/FACULTY HANDBOOKS/ MEMORANDA OF UNDERSTANDING/OTHER SPECIFIED DOCUMENTS

4) NO ACCESS TO GRIEVANCE PROCEDURE RE. PRACTICES, POLICIES UNLESS SPECIFIED

5) BENEFITS ARE EXCEPTION TO ZIPPER CLAUSE

6) NO PROVISION

O. NEGOTIATION FORMAT

1) STATUTORY/CONTRACTUAL CRITERIA, SPECIFIED TIME FRAME

2) COMPOSITION OF BARGAINING TEAMS

3) EXCHANGE OF DEMANDS, RELEVANT DATA

4) SCHEDULING OF MEETINGS

5) IMPASSE MACHINERY

6) PROCEDURE FOR FUTURE NEGOTIATIONS

P. REOPENING OF NEGOTIATIONS/NOTICE OF INTENT TO AMEND AGREEMENT

1) NOTICE OF INTENT TO AMEND, MODIFY, TERMINATE - SPECIFIC REOPENER PROVISIONS RE. TIME LIMITS; LIMITATION ON SUBJECTS TO BE RENEGOTIATED

   a. REOPENING OF NEGOTIATIONS LIMITED TO WAGES AND/OR FRINGE BENEFITS ONLY

   b. REOPENING OF NEGOTIATIONS CAN INCLUDE TERMS AND CONDITIONS OF EMPLOYMENT

   c. REOPENING OF NEGOTIATIONS LIMITED TO SUBJECTS SPECIFIED

REOPENING OF NEGOTIATIONS/NOTICE OF INTENT TO AMEND AGREEMENT (cont'd.)

NOTES

2) REOPENER BY MUTUAL CONSENT/AT REQUEST OF EITHER PARTY

3) SAVINGS CLAUSE AND SEPARABILITY

4) MOST FAVORED NATIONS' CLAUSE, CAMPUS PARITY

5) NO PROVISION

Q. DURATION, RATIFICATION, DISTRIBUTION OF AGREEMENT

1) EFFECTIVE AND TERMINATION DATES FOR FIXED TERM CONTRACTS - ONE YEAR/ MULTI-YEAR

2) STATEMENT RE. AUTOMATIC RENEWAL FOR CONTINUING CONTRACTS UNTIL NOTICE OF INTENT TO AMEND OR TERMINATE

3) AGREEMENT RATIFICATION PROCEDURE AND STATEMENT

4) STATEMENT OF TOTALITY OF AGREEMENT

5) SIGNATURE CLAUSE

6) PRINTING AND DISTRIBUTION - EMPLOYER PAYS/SHARED COSTS

R. TERMS AND DEFINITIONS

1) GENERAL USAGE

2) DEFINITIONS RELEVANT TO SPECIFIC AGREEMENT

II. GOVERNANCE STRUCTURE AND PERSONNEL POLICIES

NOTES

A. FACULTY SENATE

1) DEFINITION AND PURPOSE
2) RESPONSIBILITIES - ADVISORY/AUTHORITY RE. CURRICULUM, PERSONNEL POLICIES, ADMISSIONS, STUDENT AFFAIRS
3) LIMITS ON AUTHORITY BY PRESIDENT, BOARD OF TRUSTEES, BARGAINING AGREEMENT
4) VOTING RIGHTS, APPORTIONMENT
5) MAKE-UP OF FACULTY SENATES:
    a. COLLEGE/UNIVERSITY - FACULTY/ ACADEMIC STAFF/ADMINISTRATION/ STUDENT BODY
    b. ELIGIBILITY FOR MEMBERSHIP; NUMBER AND TITLES FROM EACH OF ABOVE GROUPS; LENGTH OF SERVICE
6) PROCEDURE AND AGENDA OF MEETINGS

B. STANDING COMMITTEES

1) TYPES OF COMMITTEES: PERSONNEL AND BUDGET/CURRICULUM/STUDENT AFFAIRS/ FACILITIES AND SERVICES
2) SPECIFIC FUNCTIONS AND RESPONSIBILITIES OF EACH
3) MEMBERSHIP: SELECTION/ELECTION; ELIGIBILITY; TERM OF OFFICE
4) JURISDICTIONS - DEPARTMENT, SCHOOL, COLLEGE
5) PRESIDENTIAL VETO/OVERRIDE POWERS
6) FREQUENCY OF MEETINGS; REPORT PROCEDURES

C. LABOR MANAGEMENT COMMITTEES

NOTES

1) APPORTIONMENT OF FACULTY-ADMINISTRATIVE REPRESENTATION
2) FORUM FOR DISCUSSION WITH SPECIFIED LIMITS ON AUTHORITY
3) SUPREMACY OF CONTRACT OVER COMMITTEE
4) PROCEDURE AND AGENDA OF MEETINGS

D. DECISION-MAKING PROCESS

1) GOVERNANCE MECHANISMS:
    a. FACULTY SENATE CONTROL
    b. FACULTY RECOMMENDS/ADMINISTRATION APPROVES
    c. COMMITTEE RECOMMENDS/PRESIDENT APPROVES
    d. COMMITTEE APPROVES/PRESIDENT VETOES
    e. ADMINISTRATION CONTROLS/SENATE OVERRIDE PROVISIONS
    f. COLLECTIVE BARGAINING PROCESS
2) DELINEATION OF RESPONSIBILITIES UNDER COLLECTIVE BARGAINING
    a. SENATE-ACADEMIC; BARGAINING AGENT - ECONOMIC
    b. CONTRACTUAL LIMITATIONS
    c. STATUTORY LIMITATIONS/SCOPE OF BARGAINING
    d. MANDATORY, PERMISSIVE, PROHIBITED SUBJECTS OF BARGAINING

E. EVALUATION

NOTES

1) EVALUATION CRITERIA SPECIFIED FOR FACULTY, LIBRARIANS, NON-TEACHING PROFESSIONALS, ADMINISTRATORS

2) SPECIAL PROVISIONS FOR EVALUATION OF TENURED/NON-TENURED/ADJUNCT/PROBATIONARY FACULTY

3) EVALUATION BASED ON:

   a. CLASSROOM INSTRUCTION

   b. ADMINISTRATIVE ASSIGNMENTS

   c. RESEARCH/SPONSORED FUNDING

   d. PUBLICATIONS

   e. COURSE AND CURRICULA DEVELOPMENT

   f. CONTRIBUTIONS TO DEPARTMENT, COLLEGE

   g. SERVICE TO THE COMMITTEE

   h. STUDENT COUNSELING

   i. PUBLIC AND PROFESSIONAL ACTIVITIES AND DEVELOPMENT

4) FREQUENCY OF EVALUATION

5) USE AS BASIS FOR PERSONNEL ACTIONS - PROMOTION, REAPPOINTMENT, TENURE, SALARY INCREMENTS, NONREAPPOINTMENT

6) RIGHT OF REPLY TO EVALUATION

7) ACCESS TO GRIEVANCE PROCEDURE

8) EVALUATORS - SELF/PEER/PERSONNEL AND BUDGET COMMITTEE/ADMINISTRATION/DEPARTMENT CHAIRPERSON/STUDENTS

9) EVALUATION FORMS INCLUDED IN BARGAINING AGREEMENT

10) NO PROVISION

F. FINANCIAL EXIGENCY

NOTES

1) DETERMINATION OF FINANCIAL EXIGENCY
    a. FINANCIAL CONDITION
    b. LEGAL PRECEDENT
    c. MUTUAL AGREEMENT OF ADMINISTRATION, BARGAINING AGENT, DEPARTMENT
2) PROVISION FOR REDUCTION/ELIMINATION OF ACADEMIC PROGRAMS; REDUCTION/ ELIMINATION OF ACADEMIC DEPARTMENTS; REDUCTION OF SIZE OF FACULTY
3) PROCEDURE AND GUIDELINES FOR RETRENCHMENT MECHANISMS
4) SUSPENSION OF PROMOTIONS ALLOWED
5) NO PROVISION

G. PERSONNEL POLICIES

1) INCORPORATION OF PERSONNEL POLICIES INTO COLLECTIVE BARGAINING AGREEMENT
2) HANDBOOK PROCEDURE MANUAL
3) FACULTY DUE PROCESS RIGHTS IN PERSONNEL MATTERS
4) SUBJECT OF, AND ACCESS TO GRIEVANCE PROCEDURE

APPOINTMENT

1) TYPES OF APPOINTMENTS - FULL TIME TENURED, TEMPORARY, PART-TIME
2) EMPLOYMENT STANDARDS AND QUALIFICATIONS - CRITERIA FOR ACADEMIC RANK
3) EQUIVALENCIES - EXPERIENCE, PROFESSIONAL ACHIEVEMENT
4) INITIAL APPOINTMENT TO FACULTY - PROCEDURE AND TERMS

PERSONNEL POLICIES: APPOINTMENT (cont'd.)

NOTES

5) VOTING PROCEDURES OF DEPARTMENTAL, FACULTY, P AND B COMMITTEES

6) APPEALS PROCESS AND APPLICABILITY

REAPPOINTMENT

1) LENGTH AND TERMS OF PROBATIONARY PERIOD

2) EVALUATION PROCEDURES

3) DATE OF NOTIFICATION OF REAPPOINTMENT

4) APPEALS PROCESS AND APPLICABILITY

NONREAPPOINTMENT/NONRENEWAL

1) TIME LIMIT FOR NOTICE OF NONREAPPOINTMENT AFTER FIRST YEAR/AFTER SECOND YEAR

2) CONDITIONS OF NONREAPPOINTMENT AND FACULTY RIGHTS FOR EACH CONDITION

3) APPEAL PROVISIONS: REASONS GIVEN/NOT GIVEN BY APPOINTING AUTHORITY

4) ACCESS TO GRIEVANCE PROCEDURE, REVIEW COMMITTEE, PRESIDENT, TRUSTEES

PROMOTION

1) RECOMMENDATION PROCEDURES: SELF/PEER/DEPARTMENTAL COMMITTEES/PERSONNEL AND BUDGET COMMITTEES/ADMINISTRATION/PRESIDENT/BOARD ACTION

2) ELIGIBILITY:

   a. PROMOTION ON BASIS OF TITLE/SENIORITY/MERIT/DEGREE PLUS CREDITS

   b. SPECIFIED CRITERIA: TEACHING EFFECTIVENESS, PROFESSIONAL DEVELOPMENT, CONTRIBUTION TO COLLEGE AND COMMUNITY

   c. ADMINISTRATIVE PREROGATIVES

   d. CONTRACTUAL PERCENTAGE RATIOS BY RANK OR TITLE

NOTES

3) DENIAL OF PROMOTION; APPEALS PROCEDURES

TENURE

1) ELIGIBILITY - ALTERNATIVES AND VARIATIONS
    a. TENURE UPON HIRING/PROHIBITED ON HIRING
    b. EARLY TENURE PROVISIONS
    c. NUMBER OF YEARS EMPLOYMENT SPECIFIED FOR ELIGIBILITY
    d. TENURE TRACK APPOINTMENTS/SPECIFIED EXCLUSIONS
    e. TENURE PROVISIONS FOR LIBRARIANS, COUNSELORS, NON-TEACHING PROFESSIONALS, ADMINISTRATORS
    f. TENURE ALTERNATIVES: RENEWABLE CONTRACTS, CYCLICAL TENURE
    g. TENURE ATTACHED TO DEPARTMENT, CAMPUS, SCHOOL, UNIVERSITY; TENURE PORTABILITY
    h. UP-OR-OUT RULE
2) DENIAL OF TENURE AND APPEALS PROVISIONS: NO APPEAL PROVISION/ACCESS TO GRIEVANCE PROCEDURE/APPEAL TO TENURE REVIEW COMMITTEE, TRUSTEES, PRESIDENT

SENIORITY

1) SENIORITY DEFINED: ABSOLUTE SENIORITY - NO RESTRICTIONS/QUALIFIED SENIORITY - COMPETENCY BASED
2) SENIORITY BASED ON DATE OF INITIAL APPOINTMENT/DATE OF PROMOTION TO RANK
3) DEPARTMENT-WIDE vs. COLLEGE-WIDE; TRANSFERABILITY AND PORTABILITY
4) APPLICATION TO LAYOFF/RECALL/BUMPING

PERSONNEL POLICIES: SENIORITY (cont'd.)

5) LOSS OF SENIORITY DURING LAYOFF AND LEAVES

6) SUPER SENIORITY: PREFERENTIAL SENIORITY FOR UNION OFFICER

NOTES

DISCIPLINE AND DISMISSAL

1) DISCIPLINARY MEASURES: WITHHOLD INCREMENTS/ADVERSE PERSONNEL REPORTS/ DEMOTIONS AND RESTRICTIONS/FACULTY RESIGNATION "IN LIEU" OF DISCHARGE

2) JUST CAUSE AND DUE PROCESS PROVISIONS - TENURED/NON-TENURED

3) APPEAL AND GRIEVANCE PERMISSIBILITY

RETRENCHMENT/LAYOFF/RECALL

1) REASONS: ECONOMIC, ENROLLMENT, PROGRAM CHANGE

2) ALTERNATIVES: LEAVE OF ABSENCE WITHOUT PAY/EARLY RETIREMENT/REASSIGNMENT/ RETRAINING

3) ORDER OF LAYOFF e.g., FULL TIME/ADJUNCT/ TITLE/LENGTH OF SERVICE/TENURED/NON-TENURED

4) PRIOR NOTIFICATION REQUIREMENTS

5) PROVISIONS FOR SEVERANCE PAY AND BENEFITS

6) RECALL PROCEDURES AND RIGHTS: ORDER OF RECALL - TENURED, NON-TENURED; PREFERENTIAL REHIRING; MAINTENANCE OF BENEFITS; TIME PERIOD FOR RECALL RIGHTS

7) NO PROVISION

SEARCH AND SCREENING PROCEDURES

1) COMMITTEE STRUCTURE: FACULTY/ ADMINISTRATION/STUDENT REPRESENTATION

PERSONNEL POLICIES: SEARCH AND SCREENING PROCEDURES (cont'd.)

2) COMMITTEE PROCEDURE: POSTING, INTERVIEW, SELECTION PROCESS

NOTES

H. MEETINGS

1) TYPES OF MEETING - ACADEMIC, ADMINISTRATIVE, UNION
2) RESTRICTIONS ON NUMBER, FREQUENCY, LENGTH
3) WAIVER OF RESTRICTIONS IN CASE OF EMERGENCY
4) SCHEDULING OF CLASSES OR ACTIVITIES DURING SPECIFIED MEETING TIME
5) RESERVED MEETING TIMES FOR UNIONS, SENATES, ETC.
6) NO PROVISION

I. LONG-RANGE PLANNING

1) SCOPE OF PLAN
2) CONSULTATION WITH AND INPUT BY FACULTY, ADMINISTRATORS, STUDENTS, TRUSTEES
3) CONTINUOUS ASSESSMENT OF INSTITUTIONAL PLAN
4) FISCAL IMPLICATIONS AND IMPACT ON FACULTY, ACADEMIC STRUCTURE, GOVERNANCE
5) FACULTY ACCESS TO AND DISTRIBUTION OF PLAN
6) NO PROVISION

J. STUDENT AFFAIRS

NOTES

1) CONTRACT NEGOTIATIONS: OBSERVERS ONLY/ CONSULTATION AND BRIEFING SESSIONS/ MEMBER OF ADMINISTRATION TEAM/MEMBER OF FACULTY TEAM/STUDENT-CONSUMER TAXPAYER TEAM/NO PROVISION

2) COMMITTEE ASSIGNMENTS AND REPRESENTATION ON: STANDING COMMITTEES EXCLUDING TENURE/SEARCH AND SCREENING/REVIEW AND EVALUATION/FACULTY SENATES/BOARD OF TRUSTEES

   a. LIMITS ON REPRESENTATION

   b. VOTING/NON-VOTING RIGHTS

3) STUDENT GRIEVANCE PROCEDURES

III. ACADEMIC PROVISIONS

A. ACADEMIC FREEDOM

NOTES

1) APPLICATION TO BOTH RESEARCH AND TEACHING OF THE CONCEPTS OF FREEDOM TO STUDY, DISCUSS, INVESTIGATE, PUBLISH, TEACH

2) ADDITIONAL INCLUSIONS: NO CENSORSHIP OF LIBRARY MATERIAL, CONFIDENTIALITY OF INFORMATION SOURCES

3) AAUP STATEMENT ON ACADEMIC FREEDOM IS INCORPORATED BY QUOTATION OR REFERENCE

4) RESPONSIBILITIES AND SPECIAL OBLIGATIONS AS FACULTY MEMBER WITHOUT LIMITATION ON ACADEMIC FREEDOM

5) ADMINISTRATIVE RESPONSIBILITY TO PROTECT FACULTY/CLARIFY RESTRAINTS/INDICATE SPECIAL LIMITATIONS OF THAT INSTITUTION, RELIGIOUS SCHOOL, ETC.

6) RIGHTS AND LIMITATIONS ON POLITICAL ACTIVITY

7) NO PROVISION

B. RANKS AND TITLES

LIBRARIANS

1) UNIT INCLUSION/EXCLUSION OF LIBRARIANS/HEAD LIBRARIAN

2) FACULTY/NON-FACULTY STATUS/RANK

3) ACADEMIC YEAR OR OTHER; WORK WEEK; WORK DAY

4) EVALUATION PROCEDURE - SPECIFIED CRITERIA

5) WORKLOAD - LIBRARY AND PROFESSIONAL ACTIVITIES

RANKS AND TITLES: LIBRARIANS (cont'd.)

NOTES

6) APPOINTMENT, REAPPOINTMENT, PROMOTION, TENURE POLICY; SEPARATE ELIGIBLE POOL

7) SABBATICAL PROVISIONS; PUBLICATION AND RESEARCH REQUIREMENTS

8) SALARIES AND BENEFITS DIFFERENTIAL

STUDENT PERSONNEL PROFESSIONALS/BUSINESS AFFAIRS OFFICERS

1) DEFINITION; UNIT INCLUSION/EXCLUSION

2) FACULTY/NON-FACULTY STATUS/RANK

3) ACADEMIC YEAR OR OTHER; WORK WEEK; WORK DAY

4) EVALUATION PROCEDURE - SPECIFIED CRITERIA

5) WORKLOAD, PROFESSIONAL ACTIVITIES

6) APPOINTMENT, REAPPOINTMENT, PROMOTION, TENURE POLICY: SEPARATE ELIGIBLE POOL

7) SABBATICAL PROVISIONS; PUBLICATION AND RESEARCH REQUIREMENTS

8) SALARIES AND BENEFITS DIFFERENTIAL

NON-TEACHING PROFESSIONALS

1) DEFINITION; UNIT INCLUSION/EXCLUSION

2) FACULTY/NON-FACULTY STATUS/RANK

3) ACADEMIC YEAR OR OTHER; WORK WEEK; WORK DAY

4) APPOINTMENT, REAPPOINTMENT, PROMOTION POLICY

5) SALARIES AND BENEFITS DIFFERENTIAL

ADJUNCT FACULTY/PART-TIME

1) DEFINITION; UNIT INCLUSION/EXCLUSION

RANKS AND TITLES; ADJUNCT FACULTY (cont'd.)

2) LIMIT ON TEACHING HOURS DEFINED PER SEMESTER/PER YEAR; LIMIT ON OVERLOAD ASSIGNMENTS

3) OTHER RESPONSIBILITIES DEFINED: OFFICE HOURS AND COUNSELING REQUIREMENTS; COURSE REGISTRATION; COMMITTEE MEMBERSHIP

4) RATE OF PAY PER HOUR/PER COURSE

5) BENEFITS, LEAVE PROVISIONS

6) SENIORITY PROVISIONS: PRIORITY LIST/ SENIORITY ACCRUES IF GRANTED FULL TIME POSITION

7) ACCESS TO GRIEVANCE PROCEDURES

8) LIMITS ON HIRING: LIMITED BY NUMBER OR PERCENTAGE OF FULL TIME FACULTY/ LIMITED BY PERCENTAGE OF COURSE OFFERINGS/NO LIMITS

9) FULL TIME ONE YEAR TERMINAL APPOINTMENT ALSO DESIGNATED AS PART-TIME

10) PREFERENTIAL HIRING LIST - ADJUNCT FACULTY OVER FULL TIME

DEPARTMENT CHAIRPERSONS

1) SELECTION, REMOVAL AND TERM OF OFFICE

   a. INCLUSION/EXCLUSION FROM BARGAINING UNIT

   b. PROCEDURE FOR SELECTION: ELECTED BY FACULTY VOTE/ADMINISTRATIVE SELECTION/RECOMMENDED BY FACULTY FOR ADMINISTRATIVE APPROVAL

   c. DURATION AND LIMITS OF APPOINTMENT; ACADEMIC YEAR CONTRACTS; EVALUATION PROCEDURES

   d. REMOVAL FROM OFFICE: PROCEDURE FOR RECALL BY FACULTY VOTE/ADMINISTRATIVE REMOVAL/DISMISSAL BY FACULTY OR ADMINISTRATION UPON CONCURRENCE OF OTHER PARTY

NOTES

RANKS AND TITLES: DEPARTMENT CHAIRPERSONS (cont'd.)

NOTES

e. NO PROVISION

2) DUTIES AND COMPENSATION

   a) ACADEMIC FUNCTIONS: TEACHING AND RESEARCH

   b) ADMINISTRATIVE FUNCTIONS: BUDGETARY MATTERS, DEVELOPMENT OF PROGRAMS AND CURRICULA, SCHEDULING, WORKLOAD, CLASS SIZE

   c) PERSONNEL AND SUPERVISORY FUNCTIONS: APPOINTMENT, REAPPOINTMENT, TENURE, PROMOTION, NONRENEWAL, DISMISSAL, EVALUATION, PROFESSIONAL DEVELOPMENT, SALARIES

   d) BENEFITS ADMINISTRATION: LEAVES, TRAVEL, CONFERENCES

   e) DUTIES DEVELOPED BY ADMINISTRATION ALONE OR JOINTLY WITH FACULTY

   f) DECISIONS SUBJECT TO REVIEW BY HIGHER AUTHORITY

   g) COMPENSATION - FIXED STIPEND/PERCENTAGE OF SALARY DEPENDENT ON SIZE OF DEPARTMENT/REDUCED TEACHING LOAD

   h) NO PROVISION

C. PATENTS AND COPYRIGHTS; PUBLICATIONS

1) OWNERSHIP VESTED SOLELY IN INVENTOR-AUTHOR/SOLELY IN COLLEGE/SHARED BY INVENTOR-AUTHOR AND COLLEGE

2) APPLICATION TO RESEARCH RESULTS/GRANT-SPONSORED RESEARCH/COURSE DESIGN AND CURRICULUM

3) REGULATIONS RE. PUBLICATION BY FACULTY MEMBER - ABSORPTION OF COSTS BY INSTITUTION; PAYMENT BY OUTSIDE SOURCES

PATENTS AND COPYRIGHTS (cont'd.)

4) NO PROVISION

D. SPONSORED RESEARCH/GRANTS

1) LEVEL OF FUNDING BY INSTITUTION
2) PROCEDURES FOR ADMINISTRATION OF GRANTS FROM OUTSIDE SOURCES; ADMINISTRATIVE COST PROVISIONS OF INSTITUTION
3) DUTIES AND RESPONSIBILITIES OF PROJECT DIRECTOR; RELEASED TIME EQUIVALENCIES
4) REGULATIONS RE. PATENTS AND COPYRIGHTS ORIGINATING FROM GRANT-SPONSORED RESEARCH
5) PUBLIC ACCESS TO RESEARCH; PUBLICATION PROCEDURES
6) NO PROVISION

E. PROFESSIONAL DEVELOPMENT

1) STATEMENT OF PURPOSE AND SCOPE
2) FINANCIAL INCENTIVES - REIMBURSEMENT FOR TUITION, CONFERENCE EXPENSES, TRAVEL ALLOWANCE
3) SABBATICAL AND OTHER LEAVE PROVISIONS FOR ATTENDANCE AT ACADEMIC AND PROFESSIONAL CONFERENCES, SEMINARS, CLASSES
4) PROVISION FOR DISTINGUISHED FACULTY AWARDS
5) AVAILABILITY OF FACULTY DEVELOPMENT WORKSHOPS
6) LICENSING REQUIREMENT EXAMINATIONS
7) PERFORMANCE CONTRACTING
8) NO PROVISION

NOTES

F. CURRICULUM AND COURSE DEVELOPMENT

NOTES

1) EXTENT/LIMITS OF FACULTY PARTICIPATION
2) CURRICULUM COMMITTEE - FUNCTIONS, RESPONSIBILITIES, PROCEDURES FOR CURRICULUM AND COURSE APPROVAL
3) CURRICULUM USE BY OTHER FACULTY MEMBERS/ USE IN SUMMER, EVENING SESSIONS
4) PUBLICATION, OWNERSHIP, COPYRIGHT AND ROYALTIES
5) NO PROVISION

IV. WORKING CONDITIONS

NOTES

A. ACADEMIC/CALENDAR YEAR

1) ACADEMIC YEAR/CALENDAR YEAR (LENGTH, DEFINITION); 12-MONTH/10-MONTH PERIODS AS CONDITION OF EMPLOYMENT

2) PROFESSIONAL OBLIGATIONS FOR TEACHING FACULTY/LIBRARIANS/NON-TEACHING PROFESSIONALS FOR ABOVE PERIODS

3) LENGTH AND HOURS OF WORK DAY, LENGTH OF WORK WEEK - FOR TEACHING FACULTY/ LIBRARIANS/NON-TEACHING PROFESSIONALS

4) SPECIAL PROVISIONS ON ABOVE FOR ADJUNCT FACULTY

5) COLLEGE CALENDAR FOR FALL, WINTER, SPRING, SUMMER SEMESTERS

6) WORK YEAR AS NEGOTIABLE/NON-NEGOTIABLE SUBJECT OF BARGAINING

B. WORKLOAD

CONTACT-CONTRACT HOURS

1) NORMAL FACULTY TEACHING LOAD - SPECIFIED CLASS CONTACT HOURS/CREDIT HOURS PER SEMESTER/PER YEAR

2) USE OF SPECIFIED BASIC FORMULA HOURS, OR FRACTION CALCULATIONS FOR TEACHING AND OTHER ASSIGNMENTS SUCH AS LABORATORY SESSIONS, DISCUSSION GROUPS

3) WORKLOAD CREDITS FOR CLASSROOM PREPARATION, ACADEMIC ADVISING, PROFESSIONAL ACTIVITIES - SPECIFIED/NOT SPECIFIED

4) SPECIAL SUPERVISORY, DEPARTMENTAL ACTIVITIES - FORMULA OR CREDIT HOUR DESIGNATIONS

WORKLOAD: CONTACT-CONTRACT HOURS (cont'd.)

5) PRO-RATE COMBINATION OF GRADUATE AND/OR UNDERGRADUATE HOURS

6) RELEASED TIME PROVISIONS AS PART OF NORMAL TEACHING LOAD HOURS

7) PROVISIONS FOR CLASSROOM ASSIGNMENTS AND SCHEDULING, COURSE RESPONSIBILITIES, ABSENCE FROM TEACHING DUTIES, CLASS CANCELLATIONS

8) SPECIFIC DESIGNATIONS OF WORKLOAD FOR BARGAINING UNIT MEMBERS OTHER THAN FACULTY, e.g., DEPARTMENT CHAIRPERSONS, LIBRARIANS, ETC.

9) OVERLOAD PROVISIONS BY ASSIGNMENT, OR SENIORITY

CLASS SIZE

1) STUDENT/FACULTY RATIO - MAXIMUM NUMBER OF STUDENTS PER CLASS PER SEMESTER

2) SPECIAL FORMULA OR OVERLOAD DESIGNATION FOR LARGE LECTURE CLASSES

3) LIMIT IN LABORATORY CLASSES, PHYSICAL EDUCATION DEFINED BY NUMBER OF STATIONS, ETC.

4) DESIGNATION OF PERSON(S) RESPONSIBLE FOR ABOVE DETERMINATION

5) LIMITS PROVIDED BY LEGISLATION

6) CLASS SIZE AS NON-MANDATORY SUBJECT OF NEGOTIATION

7) NO PROVISION

STUDENT ADVISING (TEACHING FACULTY)

1) AVAILABILITY FOR SPECIFIED NUMBER AND/OR SCHEDULED POSTED OFFICE HOURS PER WEEK

2) NUMBER OF STUDENTS SPECIFIED PER SEMESTER

NOTES

NOTES

3) NUMBER OF STUDENTS SPECIFIED FOR THESIS ADVISING

4) NO PROVISION

C. PROFESSIONAL RESPONSIBILITIES

1) INCLUDED/NOT INCLUDED IN WORKLOAD CREDITS

2) PARTICIPATION IN GOVERNANCE STRUCTURES; ATTENDANCE AT AND PARTICIPATION IN DEPARTMENT, COMMITTEE AND FACULTY MEETINGS

3) DEVELOPMENT OF CURRICULUM

4) REGISTRATION, RECORD-KEEPING, EXAMINATIONS, END-OF-SEMESTER DUTIES

5) POSTING AND OBSERVATION OF OFFICE HOURS AND AVAILABILITY FOR STUDENT CONSULTATION

6) ATTENDANCE AT COLLEGE FUNCTIONS - CONVOCATION, STUDENT AFFAIRS

7) PROVISION FOR RELEASED TIME FOR STUDENT AFFAIRS, EXTRA-CURRICULAR ACTIVITIES

8) NO PROVISION

D. OUTSIDE EMPLOYMENT

1) PERMITTED BUT FACULTY MEMBER MUST INFORM COLLEGE

2) PERMITTED BUT DEPENDENT ON ADMINISTRATION APPROVAL

3) LIMITS ON TYPE OF EMPLOYMENT, e.g., TEACHING, CONSULTING

4) LIMITS ON LOCATION i.e., OUTSIDE COLLEGE PROPERTY

OUTSIDE EMPLOYMENT (cont'd.)

5) LIMITS ON TIME ALLOWED

6) OUTSIDE EMPLOYMENT PROHIBITED DURING ACADEMIC YEAR

7) NO PROVISION

NOTES

E. LEAVE PROVISIONS

VACATION LEAVE/ANNUAL LEAVE

1) NUMBER OF DAYS ACCRUED PER MONTH PER EMPLOYEE CATEGORY - FACULTY, LIBRARIAN, COUNSELORS, NON-TEACHING PROFESSIONALS, OTHER

2) NUMBER OF DAYS SPECIFIED FOR CALENDAR YEAR/ACADEMIC YEAR EMPLOYEES

3) LENGTH OF SERVICE REQUIRED TO QUALIFY

4) CASH CONVERSION PRIVILEGE

5) RESTRICTIONS, SCHEDULES, MAXIMUM ACCRUAL TO FOLLOWING YEAR

LEGAL HOLIDAYS

1) NUMBER OF DAYS AND SPECIFIC HOLIDAYS LISTED

2) PROVISION FOR HOLIDAYS ON WEEKENDS, DURING VACATION PERIODS

3) PROVISION FOR FLOATING HOLIDAYS, BIRTHDAYS

SABBATICAL LEAVE: ELIGIBILITY AND SALARY PROVISIONS

1) NUMBER OF LEAVES OR PERCENTAGE PER DEPARTMENT/PER COLLEGE SPECIFIED

2) CATEGORIES OF PROPOSALS FOR SABBATICAL LEAVE REQUESTS - STUDY, TRAVEL, RESEARCH, WRITING, PROFESSIONAL DEVELOPMENT

LEAVE PROVISIONS: SABBATICAL (cont'd.)

3) APPLICATION PROCEDURES; APPROVAL LEVELS; DENIAL PROCESS

4) NUMBER OF YEARS CONTINUOUS SERVICE REQUIRED FOR FULL YEAR SABBATICAL/ HALF-YEAR SABBATICAL; ELIGIBILITY FOR SECOND AND THIRD SABBATICALS

5) ELIGIBILITY, EXCLUSIONS; FACULTY, LIBRARIANS, COUNSELORS, NON-TEACHING PROFESSIONALS

6) SUBJECT TO GRIEVANCE PROCEDURE

7) FULL ACADEMIC YEAR AT HALF-PAY/THREE-QUARTERS PAY; HALF-YEAR AT FULL PAY; OTHER SALARY ARRANGEMENTS

8) MAINTENANCE OF BENEFITS/SENIORITY

9) FACULTY OBLIGATION ON RETURN - WRITTEN REPORT PROCEDURES, YEARS OF SERVICE REQUIRED

NOTES

PROFESSIONAL LEAVE (NOT SABBATICAL)

1) DEFINITION: PROFESSIONAL, UNION, OR GOVERNMENTAL POSTS; PROFESSIONAL STUDY; PROFESSIONAL MEETINGS AND CONFERENCES; EXCHANGE TEACHING

2) PROVISIONS FOR GRANT-SUPPORTED RESEARCH LEAVE

3) EVALUATION OF APPLICATIONS AND APPROVAL PROCEDURES

4) PROFESSIONAL LEAVE WITH/WITHOUT SALARY PROVISIONS

5) MAINTENANCE OF BENEFITS; SENIORITY; RETURN REQUIREMENTS

6) LENGTH OF LEAVE SPECIFIED; RENEWABLE/ NON-RENEWABLE

7) EXCLUSIONS; MAXIMUM NUMBER PER DEPARTMENT/PER SEMESTER ALLOWED

8) TRAVEL ALLOWANCE AND EXPENSES REIMBURSEMENT

LEAVE PROVISIONS (cont'd.)

SICK LEAVE

1) ELIGIBILITY

   a. MINIMUM WAITING PERIOD REQUIRED FOR SICK LEAVE WITH PAY - EMPLOYEE ONLY/MEMBERS OF IMMEDIATE FAMILY

   b. ACCRUAL OF CREDITS PER MONTH FOR SICK LEAVE/OR CREDITS ALLOWED AT BEGINNING OF ACADEMIC YEAR/VARIES ACCORDING TO YEARS OF SERVICE

   c. MAXIMUM ACCUMULATION ALLOWED

   d. NUMBER OF DAYS SPECIFIED AT FULL PAY/AT PARTIAL PAY

   e. PROVISION FOR ACCUMULATION OF DAYS FROM YEAR TO YEAR, OR CONVERSION TO CASH FORMULA

   f. EXTENDED SICK LEAVE PROVISIONS INCLUDING MAINTENANCE OF BENEFITS

   g. SICK LEAVE BANK

   h. SPECIAL PROVISIONS FOR LIBRARIANS, NON-TEACHING PROFESSIONALS

   i. NOTIFICATION OF ILLNESS PROCEDURES; PHYSICIAN'S REPORT; MEDICAL VISITS; SICK LEAVE RECORDS

2) SPECIAL CATEGORIES

   a. DISABILITY/LONG TERM; SPECIAL PROVISIONS FOR PAID/UNPAID LEAVE AFTER EXHAUSTION OF PAID SICK LEAVE

   b. HEALTH RESTORATION LEAVE

   c. MATERNITY/PATERNITY/PARENTAL LEAVE - LENGTH OF EMPLOYMENT REQUIRED FOR ELIGIBILITY; SALARY PROVISIONS; INSURANCE COVERAGE; USE OF ACCRUED SICK LEAVE; TIME LIMITS; RETURN REQUIREMENTS AND SENIORITY PRIVILEGES; JUDICIAL DECISION AS PRECEDENT

NOTES

LEAVE PROVISIONS (cont'd.)

PERSONAL LEAVE

1) ELIGIBILITY FOR PERSONAL LEAVE WITH/ WITHOUT PAY

2) ALLOWABLE NUMBER OF DAYS PER YEAR PAID LEAVE SPECIFIED FOR FACULTY AND 12-MONTH EMPLOYEES/OR MUST BE CHARGED TO SICK LEAVE

3) NOT CUMULATIVE FROM YEAR TO YEAR/OR PROVISION FOR ADDITION TO SICK LEAVE ALLOWANCE

4) PERSONAL LEAVE INCLUSIONS:

    a. PERSONAL BUSINESS

    b. EMERGENCY LEAVE

    c. RELIGIOUS HOLIDAYS

    d. EXAMINATION LEAVE

5) OTHER CATEGORIES INCLUDED/NOT INCLUDED IN SPECIFIC DAYS ALLOWED PER YEAR FOR ABOVE:

    a. UNION LEAVE

    b. BEREAVEMENT LEAVE - DEFINITION OF IMMEDIATE FAMILY

6) REASONS FOR PERSONAL LEAVE MUST BE GIVEN/OR NOT GIVEN

7) PROVISIONS FOR REPORTING AND CLASS COVERAGE

COURT REQUIRED LEAVE

1) JURY DUTY/COURT APPEARANCE OTHER THAN JURY DUTY

2) COLLEGE PAYS DIFFERENCE BETWEEN SALARY AND JURY STIPEND

3) EMPLOYEE KEEPS SALARY AND RETURNS STIPEND

4) EMPLOYEE KEEPS SALARY AND STIPEND TO COVER EXPENSES

NOTES

LEAVE PROVISIONS: COURT REQUIRED (cont'd.)

NOTES

5) NO PROVISION

MILITARY LEAVE

1) EMPLOYMENT ELIGIBILITY

2) DETERMINED BY LAW

3) SALARY CREDIT/SENIORITY/BENEFITS PROVISIONS

4) SALARY PROVISIONS FOR SHORT OR LONG-TERM MILITARY ASSIGNMENTS INCLUDING RESERVE DUTY PROVISIONS

5) MILITARY DISCHARGE AND REINSTATEMENT PROVISIONS

6) NO PROVISION

LEAVES WITHOUT PAY

1) CRITERIA/ELIGIBILITY, GENERAL PROVISIONS, REQUEST AND APPROVAL PROCEDURES

2) TENURED FACULTY ONLY; PROVISION FOR OTHER FACULTY MEMBERS

3) LEAVE OF ABSENCE, e.g., PROFESSIONAL, HEALTH OR HARDSHIP, TRAVEL, PARENTAL, MILITARY, UNION OFFICE

4) TIME LIMITATIONS; OPTIONS TO RENEW

5) RETURN OBLIGATION SPECIFIED/UNSPECIFIED

6) SPECIAL PROVISIONS VARY WITH SENIORITY

7) SENIORITY ACCUMULATION

8) MAINTENANCE OF BENEFITS

9) REINSTATEMENT PROVISION

10) PERSONAL LEAVE OTHER THAN THOSE SPECIFICALLY PROVIDED FOR

11) NO PROVISION

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F. FACILITIES/OFFICE SPACE/ SERVICES

NOTES

1) OFFICE AND CLASSROOM SPACE

2) SUPPLIES, FURNITURE, EQUIPMENT AND SERVICES INCLUDING TYPEWRITER, DUPLICATING, COMPUTER

3) PROVISION OF SECRETARIAL AND CLERICAL SERVICES

4) LIBRARY PRIVILEGES

5) BOOKSTORE DISCOUNTS

6) PARKING FACILITIES

G. PERSONNEL FILES

1) PURPOSE OF FILE - PROMOTION, DISCIPLINE, PROFESSIONAL DEVELOPMENT, EVALUATION

2) TYPES OF DOCUMENTS: INCLUSIONS, e.g., PERSONNEL TRANSACTIONS, EVALUATION REPORTS, OFFICIAL CORRESPONDENCE; EXCLUSIONS, e.g., INITIAL EMPLOYMENT PAPERS, LETTERS OF RECOMMENDATION, ANONYMOUS MATERIAL

3) EMPLOYEE'S RIGHT OF ACCESS TO FILE - REQUIRED NOTICE; COPIES ALLOWED

4) RIGHT OF REBUTTAL/EMPLOYEE RIGHT TO PLACE MATERIAL IN FILE IN REPLY

5) UNION ACCESS TO FILE/WITHOUT EMPLOYEE AUTHORIZATION

6) FILE LOCATION; CONFIDENTIALITY OF MATERIAL

V. SALARY AND FRINGE BENEFITS

A. BASE SALARY STRUCTURE AND INCREMENTS

NOTES

1) COMPUTATION OF BASE ANNUAL SALARY - JOB CLASSIFICATION/EQUIVALENT FACULTY RANKS/DEGREE PLUS EARNED CREDIT HOURS/ TEACHING EXPERIENCE

2) SALARY SCHEDULE: STEP INCREASES GRID/ MINIMUM-MAXIMUM PER EACH CONTRACT YEAR

3) INCREMENTS - ANNUAL PERCENTAGE OR FIXED AMOUNT; MERIT INCREASES; COST-OF-LIVING INCREASES; LONGEVITY INCREASES; PROMOTION; DEGREES

4) EQUALIZATION OF INDIVIDUAL SALARY ADJUSTMENTS

5) SPECIALIZED SALARY SCHEDULES: LIBRARIANS, COUNSELORS, NON-TEACHING PROFESSIONALS

6) ADJUNCT FACULTY SALARIES

7) SUMMER SESSION SALARIES

8) CONTRACT REOPENER FOR SALARY ADJUSTMENTS

9) PAY PERIODS AND PAY CHECKS

B. OVERLOAD ASSIGNMENT AND COMPENSATION

1) LIMIT ON ASSIGNMENT AS PART OF NORMAL WORKLOAD/OR DESIGNATION AS OVERLOAD ASSIGNMENT

2) NUMBER OF CREDIT HOURS IN EXCESS OF NORMAL TEACHING LOAD DESIGNATED AS OVERLOAD

3) OVERLOAD DESIGNATED AS EXCESS STUDENT LOAD

OVERLOAD ASSIGNMENT AND COMPENSATION (cont'd.)

NOTES

4) MAXIMUM NUMBER OF OVERLOAD HOURS PERMITTED

5) OVERLOAD COMPENSATION FOR SUBSTITUTE TEACHING, DEPARTMENT CHAIRPERSONS, COACHING, EVENING INSTRUCTION, SPECIAL ASSIGNMENTS, SUMMER SESSION

6) RATE OF COMPENSATION - HOURLY RATE/ PERCENTAGE OF FULL TIME SALARY/FIXED RATE PER CREDIT HOUR

7) METHOD OF SELECTION - VOLUNTEERS/ SENIORITY/ROTATION/BIDS

8) PREFERENCE OF FULL TIME OVER ADJUNCT FACULTY

9) ACCESS TO GRIEVANCE PROCEDURE

10) NO PROVISION

C. TUITION WAIVERS

1) ELIGIBILITY: FULL TIME/ADJUNCT/ LIBRARIANS/NON-TEACHING PROFESSIONALS/ OTHER

2) LIMIT ON NUMBER OF COURSES/CREDITS/ SEMESTER HOURS ALLOWED PER ACADEMIC YEAR - PROVISION FOR TIME OFF

3) TUITION WAIVER - COURSES AT COLLEGE/ COURSES AT OTHER COLLEGES

4) PROCEDURE FOR PAYMENT FOR COURSES AT OTHER COLLEGES

5) TUITION WAIVERS FOR DEPENDENTS; DEPENDENTS DEFINED

D. INSURANCES

BASIC HEALTH AND HOSPITAL/MAJOR MEDICAL

INSURANCES: BASIC HEALTH AND HOSPITAL (cont'd.)

NOTES

1) MINIMUM ELIGIBILITY FOR FULL TIME; PRO-RATED FOR PART-TIME

2) COVERAGE FOR INDIVIDUAL/FAMILY PLAN

3) COLLEGE PAYS FULL COST/PERCENTAGE

4) PAYMENT OF PREMIUMS AND PROVISION OF BENEFITS DETAILED

OTHER HEALTH BENEFITS

1) SHORT TERM vs. LONG TERM DISABILITY/ INCOME PROTECTION - DEFINITION, ELIGIBILITY, BENEFITS, CONTINUATION OF BENEFITS

2) DENTAL

3) OPTICAL

4) SUPPLEMENTAL HEALTH PLAN

5) PHARMACEUTICAL/PRESCRIPTION

OTHER INSURANCE BENEFITS

1) LIFE INSURANCE

2) ACCIDENTAL DEATH

3) JOB RELATED ACCIDENT; LIABILITY

4) TRAVEL - UNIVERSITY APPROVED OR NOT

5) PREPAID LEGAL SERVICES

6) WORKER'S COMPENSATION

7) PAYMENT OF PREMIUMS, POLICY PROVISIONS, ELIGIBILITY (INCLUDING OTHER THAN FULL TIME FACULTY)

E. RETIREMENT

EARLY RETIREMENT INCENTIVE

RETIREMENT: EARLY INCENTIVE (cont'd.)

1) PAYMENT OF FIXED AMOUNT/PERCENTAGE OF SALARY AS INCENTIVE

2) ACCELERATED CONTRIBUTION BY COLLEGE TO PENSION PLAN

3) NO PROVISION

MANDATORY RETIREMENT AGE

1) MANDATORY RETIREMENT AGE AT INSTITUTION/ OR LEGISLATIVE ENACTMENT

2) PROVISIONS FOR EXTENSION: ADJUNCT STATUS/ANNUAL CONTRACTS/CONTINUING NON-BINDING CONTRACTS/SPECIAL APPOINTMENTS/REEMPLOYMENT

3) EMERITUS FACULTY

RETIREMENT PLANS/PENSIONS

1) ELIGIBILITY - YEARS OF FULL TIME SERVICE

2) CHOICE OF RETIREMENT PLANS INCLUDING TIAA/CREF, SUPPLEMENTAL RETIREMENT PLANS

3) VESTING RIGHTS/PORTABILITY

4) COLLEGE/FACULTY CONTRIBUTIONS

5) MAINTENANCE OF BENEFITS, ANNUITIES/ SURVIVOR BENEFITS

NOTES

CONTRACT CLAUSES

CONTRACT CLAUSES: DATA BASE IDENTIFICATION CODE

4-Year Institutions

A4(1)	New England 4 Year Private University
A4(2)	New England 4 Year Public University
A4(3)	New England 4 Year Public University
A4(4)	New England 4 Year Private College of Technology
B4(1)	Mid-Atlantic 4 Year Public College and University System
B4(2)	Mid-Atlantic 4 Year Private University
B4(3)	Mid-Atlantic 4 Year Private College
B4(4)	Mid-Atlantic 4 Year Private University
B4(5)	Mid-Atlantic 4 Year Private Institute
B4(6)	Mid-Atlantic 4 Year Public University System
B4(7)	Mid-Atlantic 4 Year Private University
C4(1)	Southeast 4 Year Private College
D4(1)	Midwest 4 Year Public College System
D4(2)	Midwest 4 Year Private College
D4(3)	Midwest 4 Year Public University
D4(4)	Midwest 4 Year Public University
D4(5)	Midwest 4 Year Public University
E4(1)	Northwest 4 Year Public College
E4(2)	Northwest 4 Year Public University System
F4(1)	Far West 4 Year Private University

2-Year Institutions

A2(1)	New England 2 Year Public Community College
A2(2)	New England 2 Year Private College
A2(3)	New England 2 Year Private College
A2(4)	New England 2 Year Public Junior College
B2(1)	Mid-Atlantic 2 Year Public Community College
B2(2)	Mid-Atlantic 2 Year Public Community College
B2(3)	Mid-Atlantic 2 Year Public Technical Institute
B2(4)	Mid-Atlantic 2 Year Public Community College
B2(5)	Mid-Atlantic 2 Year Public Community College
B2(6)	Mid-Atlantic 2 Year Private College
B2(7)	Mid-Atlantic 2 Year Public Community College
C2(1)	Southeast 2 Year Public Community College
C2(2)	Southeast 2 Year Public Community College
C2(3)	Southeast 2 Year Public Junior College

CONTRACT CLAUSES: DATA BASE IDENTIFICATION CODE

2-Year Institutions (cont'd.)

D2(1)	Midwest 2 Year Public College
D2(2)	Midwest 2 Year Private Community College
D2(3)	Midwest 2 Year Public College System
D2(4)	Midwest 2 Year Private College
D2(5)	Midwest 2 Year Public Community College
D2(6)	Midwest 2 Year Public Community College
D2(7)	Midwest 2 Year Public Junior Community College
D2(8)	Midwest 2 Year Public Technical Institute
D2(9)	Midwest 2 Year Public Community College
D2(10)	Midwest 2 Year Public Community College System
D2(11)	Midwest 2 Year Public Community College
D2(12)	Midwest 2 Year Public Vocational College
D2(13)	Midwest 2 Year Public Technical Community College
D2(14)	Midwest 2 Year Public Technical College

E2(1)	Northwest 2 Year Public College System
E2(2)	Northwest 2 Year Public Community College
E2(3)	Northwest 2 Year Public Community College
E2(4)	Northwest 2 Year Public Community College
E2(5)	Northwest 2 Year Public Community College

F2(1)	Far West 2 Year Public Community College System
F2(2)	Far West 2 Year Public Community College

2-4 Year Institutions

A2-4(1)	New England 2-4 Year Public College System
B2-4(1)	Mid-Atlantic 2-4 Year Public University System
B2-4(2)	Mid-Atlantic 2-4 Year Public University System
C2-4(1)	Southeast 2-4 Year Public University System
D2-4(1)	Midwest 2-4 Year Public University
F2-4(1)	Far West 2-4 Year Public University

Specialized Schools

AS(1)	New England Government Service Academy
AS(2)	New England Private Business College

CONTRACT CLAUSES: DATA BASE IDENTIFICATION CODE

Specialized
Schools (cont'd.)

BS(1)	Mid-Atlantic Public Medical and Dental College
BS(2)	Mid-Atlantic Private Art College
BS(3)	Mid-Atlantic Private Art and Science Institute
BS(4)	Mid-Atlantic Private Institute of Technology
BS(5)	Mid-Atlantic Public Community College - Adjunct Faculty
CS(1)	Southeast Private Law School
DS(1)	Midwest Private Health Science College
DS(2)	Midwest Public University - Counsellors
DS(3)	Midwest Private Religious Institution
DS(4)	Midwest Private Business College
ES(1)	Northwest Public University - Teaching Assistants
ES(2)	Northwest Public University - Nurses
FS(1)	Far West Private College - Librarians

I. CONTRACT MANAGEMENT AND LEGAL PROVISIONS

A. PREAMBLE/STATEMENT OF INTENT

PURPOSE: The purpose of this Agreement is to promote harmonious relationships between the faculty and the administration of the University and to improve the quality of education and to maintain the high standards of excellence at the University of ----, and is the sole and exclusive embodiment of all agreements between the University and (the Union) covering wages, benefits and conditions of employment. It is agreed and understood that the intent and purpose at all times shall be the improvement and maintenance of the educational, research and related programs of the University, and the welfare of the student body. In the furtherance of the purpose of this Agreement, the parties agree to adhere to the principles of academic freedom as adopted by the Board of Trustees of the University.

It is understood that this Agreement in no way diminishes the responsibility of faculty, of department chairpersons, and of deans, directors and other appropriate administrative officials for the exercise of academic judgment.

Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

Clause #1 A4(3)

PREAMBLE: This Agreement, made and entered into at -----, this first day of July, 19-- by and between (the) University Center hereinafter referred to as the Employer, and (the Union) .

It is the mutual desire of the parties to work together to maintain and improve standards of service of the University.

Whereas, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the Employer's business.

Clause #2 FS(1)

PREAMBLE: This Agreement is effective March 23, 19--, by and between the College of ---- (hereinafter called the College) and the Council of

Preamble/Statement of Intent (Cont'd.)

Chapters of (the Union) at the College of ---- (hereinafter called the Association). The parties recognize that it is the responsibility of the College to provide a quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relations between the College and the Association under applicable State and Federal law.

Clause #3 BS(1)

PURPOSE: This Memorandum of Agreement is entered into between the ---- Community College District, hereinafter referred to as the "College" and (the Union), ---- Community College Chapter, hereinafter referred to as the (Union).

This Memorandum of Agreement is designed to provide a fair and reasonable method by which faculty members covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the College and the faculty who are members of the bargaining unit.

Clause #4 D2(5)

PREAMBLE: In order to implement the provisions of Chapter 284 of the Laws of 1970 (the ---- Professional Negotiation Law), to encourage and increase effective and harmonious working relationships between the Board of Trustees of ---- Community Junior College (hereinafter referred to as the "Board") and its Professional Employees represented by the (Union) (hereinafter referred to as the "Association"), and to enable the Professional Employees to participate more fully in contributing to the development of policies for ---- Community Junior College (hereinafter referred to as the "College"), so that the cause of public education may best be served in ---- County, the Board and the Association enter into this agreement.

Clause #5 D2(7)

INTRODUCTORY CLAUSE: This Agreement is entered into this first day of

Preamble/Statement of Intent (Cont'd.)

June, 19--, by and between the Board of Trustees of ---- Community College (hereinafter called the "Board") and the ---- Community College Chapter of the (Union), an affiliate of the (Union) (hereinafter called the "Association").

The parties recognize and appreciate their mutual interdependence and goal of bringing quality higher education to the people of the College district, and that this goal and other duties imposed upon them by the Laws of the State of ---- may most effectively be discharged by and through the execution and performance of the terms and conditions set forth in this Agreement. The parties have therefore interdependently and mutually determined, free of coercive influence and in accordance with law, to set forth herein their rights and duties relative to all negotiable issues as set forth in the regulations and the Laws of the State of ----.

Clause #6 C2(1)

PREAMBLE: The intents and purposes of this Agreement are to improve the quality and effectiveness of education at ---- State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning. It is further recognized that the roles and responsibilities of the University administration and the teaching faculty and academic staff are interdependent in the determination and implementation of educational policy and objectives. Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of University employment policies for the bargaining unit is a major objective of this Agreement and of the University Administration and of the Association.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

Clause #7 D4(4)

B. PARTIES TO CONTRACT/BARGAINING AGENT RECOGNITION

RECOGNITION: This Collective Bargaining Agreement, entered into as of the 10th day of November, 19--, is between the State of ---- acting by and through the State Board of Higher Education on behalf of ----- (hereinafter called the "University") and the graduate Teaching Fellows (Union).

Clause #8 ES(1)

RECOGNITION: ----- College of Technology, Inc. recognizes the (Union) (hereinafter referred to as the "Faculty Federation") as the exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for all full-time faculty and other employees included within the bargaining unit by decision of the NLRB in Case No. ----.

Clause #9 A4(4)

AGREEMENT: This Agreement between ----- University (hereinafter called the "University") and the ---- Faculty, represented by the (Union) is made and entered into on this second day of February, 19--.

Clause #10 B4(6)

RECOGNITION: The Board hereby recognizes the ----- Community Junior College Faculty Association as the exclusive negotiating representative of the professional personnel who are covered by the general salary schedule including all Professional Employees of ---- Community Junior College, except administrative employees, in accordance with the provisions of the statutes of the state of -----.

Clause #11 D2(7)

RECOGNITION: ----- Community College hereby recognizes the (Union) affiliated with the (Union) as the exclusive representative of the professional staff of the college, contracted by the college for a full academic year at one-half time or more to perform teaching, student counseling, and/or other duties as directed by their immediate supervisor, director, and/or dean.

Parties to Contract/Bargaining Agent Recognition (Cont'd.)

Specifically excluded from the provisions of this agreement are supervisory and confidential employees, contracted by the college as management employees, all other employees not meeting the criteria set forth in this article and employees hired for a specific period of time under special state and federal programs, except for those employees who are members of the bargaining unit at the time they accept special projects assignments. In such cases availability of grant funds will determine the extent of benefits provided under this Agreement. The college agrees to make application for adequate grant funds to insure full compliance with this Agreement.

The College and the Association agree to the provision of this document.

Clause #12 E2(2)

RECOGNITION AGREEMENT: The Board of Trustees of the University of ----- recognizes the Faculty Council as the exclusive professional negotiating agent of the Faculty of the University subject to the following:

Each party agrees to negotiate with the other at reasonable times and upon request of the other and not to negotiate, except after impasse, with others than the duly constituted representatives of the Faculty and of the Board;

The duly constituted representatives will be:
a) For the Faculty: The Faculty Council, comprised of members of the faculty selected by the faculty through election or other appropriate procedures;
b) For the Board: Persons appointed by the Board

Clause #13 B4(7)

AGREEMENT: This Agreement is made and entered into effective on the eighteenth day of December 19-- by and between the (Union) and the Chancellor of the ----- State Colleges for and on behalf of the ----- State Colleges (hereinafter "the ----- State Colleges") and each of the ----- State Colleges individually and collectively (hereinafter "a College" individually, "the Colleges" collectively) and all officers of the ----- State Colleges. Neither the Board of Trustees nor any officer of the ----- State Colleges shall take any action in contravention of this agreement or to add to, subtract from, or modify any of its express terms and conditions.

Clause #14 A2-4(1)

Parties to Contract/Bargaining Agent Recognition (Cont'd.)

RECOGNITION: The College recognizes the (Union) as the exclusive bargaining agent with respect to hours, wages and conditions of employment for all full-time faculty members, head librarians, guidance counsellor, and director of internship employed at the campus of ---- College but excluding all other employees, department heads, part-time faculty members, librarians, cataloguers, programmed learning center co-ordinator, language laboratory co-ordinator, guards and supervisors as defined in the Act.

While the College and the Administration retain the right to meet with individuals to hear views on any matters, it is agreed that the Board will not negotiate individually with any faculty member or with any faculty organization pertaining to matters of wages, hours and conditions of employment other than the Association for the duration of this Agreement.

Clause #15 A2(2)

C. RECOGNITION OF BARGAINING UNIT

DEFINITION OF BARGAINING UNIT: The bargaining unit as certified consists of "All Graduate Teaching Fellows with service awards employed by (the College); excluding those who are teaching or performing research to fulfill a requirement for an advanced degree, and supervisors and confidential employees."

Although nothing in this article shall be construed to limit the right of the University or its departments to change degree requirements, the University and its departments agree not to alter graduate degree requirements for the purpose of changing the bargaining unit status (inclusion or exclusion) of any GTF. The University agrees to notify the Union 60 days prior to the effective date of any change in graduate degree requirements which would affect the eligibility of GTF's inclusion in the bargaining unit. Such new requirements will be in writing.

The degree requirements in effect when a GTF entered the graduate program shall determine, except as noted below, the GTF's inclusion in or exclusion from the bargaining unit. If a GTF accepts a subsequent set of degree requirements, then the new requirements shall determine inclusion in or exclusion from the bargaining unit.

Degree requirements in effect as of September 15, 19-- which would exclude GTF's from the bargaining unit shall be reduced to writing no later than 60 calendar days after the signing of this Agreement, not counting the days between June 15 and September 15.

Clause #16 ES(1)

RECOGNITION: Pursuant to the certification by the American Arbitration Association of the results of the Representation Election conducted in accordance with the Conditions and Procedures established in the Preelection Agreement as approved by the ---- Community College District Board on September 29, 19--, The College hereby recognizes the (Union) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members of the bargaining unit described below.

The members of such bargaining unit are full-time tenure-track faculty members, including counselors, librarians, student service nurses, and academic unit leaders who have more than 50% of their assignment in direct instruction of students.

The following categories of employees are excluded from the bargaining unit:

a. All supervisory employees except for those supervisors who have more than 50% of their assignments in direct instruction of students. "Supervisor" means

Recognition of Bargaining Unit (Cont'd.)

any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; or to responsibly direct them; or to adjust their grievances; or to effectively recommend such action, if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

b. All confidential employees. "Confidential Employees" means any employee whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.

c. All management level employees except for those management level employees who have more than 50% of their assignments in direct instruction of students. "Management Level Employees" means any individual who formulates policy on behalf of the public employer or who may reasonably be required on behalf of the public employer to assist in preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.

d. All faculty members who are not on tenure-track, i.e., including full-time or part-time, i.e., lecturers.

e. All part-time faculty members.

f. All counselors, librarians, student service nurses, department heads/coordinators, spending 50% or more of their assignment in supervisory and/or administrative activities.

Where used in this Agreement, the term "faculty" includes all employees of the bargaining unit except where specifically stated.

Clause #17 D2(5)

RECOGNITION: Pursuant to and in accordance with Sections 26 and 27 of the Public Acts of 1939 as amended, or Sections 11 and 12 of the Public Acts of 1947 as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for employees within the following Bargaining Unit as certified by Case No. ----- of the State of -----, Department of Labor Employment Relations Commission.

Included: all regular full-time and part-time non-academic and/or non-faculty professional administrative employees employed by ----- University at its ----- installations. Excluded: executive officers (including the Administrative Associate to the President, Assistants to the President and Assistant Vice

Presidents), Deans, Associate Deans, Assistant Deans, Directors, Chief Budget Officer, Budget Analysts, Athletic Coaches, Personnel Managers, Internal Auditor, other confidential employees, student employees, supervisors, and all other employees and Safety Department supervisors.

Clause #18 DS(2)

RECOGNITION: The Board of Trustees recognizes the University of ---- Chapter of the (Union) as the exclusive bargaining representative of members of the staff who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer (regular payroll), Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Research Associate II, Research Associate I, Research Assistant III, Research Assistant II, Extension Professor, Clinical Professor, Specialist IV, Senior Extension Agent, Senior 4-H Agent, Senior Home Economist, Associate Extension Professor, Associate Clinical Professor, Specialist III, Extension Agent, 4-H Agent, Home Economist, Assistant Extension Professor, Assistant Clinical Professor, Specialist II, Associate Extension Agent, Associate 4-H Agent, Associate Home Economist, Extension Instructor, Clinical Instructor, Specialist I, Assistant Extension Agent, Assistant 4-H Agent, Assistant Home Economist, excluding those classifications and titles listed below under Exclusions and all other supervisory, confidential, and managerial employees as defined in the Statute for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty" or "members of the bargaining unit".

Exclusions: President, Vice Presidents, Associate and Assistant Vice Presidents, Assistants to the President, Assistants to Vice President, Assistant to Deans, Deans, Associate and Assistant Deans, Director, Associate Director, Assistant Director Agricultural Experiment Station, Special Assistant to the Director of Cooperative Extension, Associate Director, Assistant Director Cooperative Extension, Director of Office of Institutional Research, Director of Institute of Materials Science, Director Institute of Marine Science, Branch Directors, Director of Alumni Affairs, Manager of the Auditorium, Director of Summer Sessions and Credit Extension, General Counsel of the University, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Faculty of the E.O. Smith Secondary School, part-time faculty on the regular payroll who are employed less than half-time, Specialists other than those in the Division of Athletics and those who hold a faculty rank in addition to their Specialist title, and all other employees of the University.

Recognition of Bargaining Unit (Cont'd.)

The inclusion or exclusion in the faculty bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the (Union). Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

The exclusion of members from the faculty unit for the purpose of assuming confidential status shall be preceded by discussion with (the Union). Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

Clause #19 A4(2)

RECOGNITION CLAUSE: The Employer hereby recognizes the (Union) for the term of their PERB certification as the exclusive and sole bargaining agent for the bargaining unit described as follows:

Included: All full-time and regular part-time professional faculty who occupy a position which meets all of the following conditions:

1. Are issued by the employer a "continuing contract with certified faculty" full-time and regular part-time, or specially funded contract with certified full-time and regular part-time faculty.

2. Are certified by the Department of Public Instruction as professionals in all areas required by the Code. Included also are regular full-time and regular part-time professional Adult Basic Education and Career Exploration Center faculty who do not require certification by the Department of Public Instruction.

3. Are issued an annual nine or twelve month contract (specified above) to work one-half time or more.

4. Are assigned by the Employer to a professional position as full and regular part-time instructors, program chairpersons, certified media specialists, certified librarians, certified counselors, and Career Exploration faculty.

Excluded: Department directors, supervisors, coordinators, administrators, classified staff (secretarial-clerical), support staff (auxiliary), non-regular part-time faculty, all employees defined in Section 4 of the Public Employment Relations Act, and all other employees of the ---- Community College.

Clause #20 D2(6)

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Recognition of Bargaining Unit (Cont'd.)

RECOGNITION: The College recognizes the (Union) as the exclusive bargaining agent with respect to hours, wages and conditions of employment for all full-time faculty members, head librarians, guidance counsellor, and director of internship employed at the campus of ----- College but excluding all other employees, department heads, part-time faculty members, librarians, cataloguers, programmed learning center co-ordinator, language laboratory co-ordinator, guards and supervisors as defined in the Act.

While the College and the Administration retain the right to meet with individuals to hear views on any matters, it is agreed that the Board will not negotiate individually with any faculty member or with any faculty organization pertaining to matters of wages, hours and conditions of employment other than the Association for the duration of this Agreement.

Clause #21 A2(2)

D. NON-DISCRIMINATION

ANTI-DISCRIMINATION: The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, handicap, national origin, or political affiliation.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Employees shall have the right to join and participate in, or to refrain from joining and participating in the Association. There shall be no discrimination, interference, restraint, or coercion by the College or the Association against any employee because of membership in, or non-membership in, the Association.

The Association recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Clause #22 D2(13)

NON-DISCRIMINATION - ANTI-DISCRIMINATION: Neither (the College) nor the Chapter shall discriminate against any faculty member or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap. Except as otherwise provided in this Agreement, (the College) and the Chapter further agree that all decisions relating to an individual's initial appointment, or a faculty member's promotion, tenure, salary or other personnel matters shall be based on the individual's professional competence in his/her academic discipline and upon his/her competence in relation to the performance of the duties of the position. Personal characteristics, excluding those enumerated above, and/or beliefs of the faculty member or individual shall not be a basis for any judgment or decision.

Affirmative Action:
(a) (The College) and the Chapter agree that the University Affirmative Action Plan is in the best interest of both and that they shall cooperate in endeavoring to achieve the goals and objectives therein sought.

(b) The Affirmative Action Coordinating Committee charged with the overall development and implementation of the University Affirmative Action Plan, shall include the Chapter's designee.

(c) It is the responsibility of the Affirmative Action Coordinating Committee to inform all faculty of their rights and responsibilities relative to affirmative action and equal opportunity in accordance with the University Affirmative Action Plan. (The College) will provide the Chapter with a copy of the annual report prepared by (the College's) Affirmative Action Office.

Non-Discrimination (Cont'd.)

Remedial Action: (The College) and the Chapter agree that they shall cooperate to eliminate discrimination and to implement remedial action.

For the purpose of implementing remedial action, it may be necessary to initiate special procedures based on the need to eliminate and remedy the effects of discrimination and to increase the proportions of minority and women faculty. Such procedures will be developed and instituted by (the College) as needed.

Consistent with this effort, (the College) agrees that any University-wide committees recognized by (the College) as participants in this endeavor shall include the Chapter's designee.

Grievance: A complaint or charge alleging discrimination proscribed by this Article can be filed under the University Affirmative Action Plan. A complaint filed under the Affirmative Action Plan may not be processed under the Agreement's Grievance Procedure. Within five working days of the receipt of a definitive answer from the University Affirmative Action Plan, a grievance may be filed by the individual and/or the Chapter at Step Three, provided that the matter has not been filed with any governmental agency. In the event such complaint or charge is so filed with a governmental agency after a grievance has been initiated, no further action under the grievance procedure shall be taken with respect thereto following notification to (the College) that such complaint or charge has been so filed.

Clause #23 D4(5)

NO DISCRIMINATION: In accordance with applicable federal and state law, the Employer and the Union agree that they will not discriminate against any faculty member covered by this Agreement on the basis of sex, race, creed, religion, national origin, marital status or age. The Employer and the Union agree that they will not interfere with the right of faculty members covered by this Agreement to become or not to become members of the Union or to participate or not to participate in any lawful activities of the Union.

Clause #24 D2(2)

AFFIRMATIVE ACTION COMMITTEE: By March 1, 19— the President of the University will appoint an Affirmative Action Officer as recommended to him by the Search Committee to serve at least on a half-time basis with staff support. A five-member Affirmative Action Committee will be elected by the constituencies listed below in the following numbers:

Faculty	1
Chairpersons	1
Administration	1
Staff	1
Student	1

The duties of the Affirmative Action Committee will be to:

(1) Review and suggest revisions to the current Affirmative Action Plan for the University. The plan will be consistent with current Federal regulations, including Title IX.
(2) Conduct an on-going review of Affirmative Action and compliance with Federal regulations on campus.
(3) Supply the faculty with an annual written report of its findings.
(4) Develop recommendations for affirmative action programs and projects.

Clause #25 B4(4)

E. BARGAINING AGENT RIGHTS INCLUDING CHECK-OFF AND UNION SECURITY

UNION RIGHTS: The College shall provide an office for use by the Union equipped with two desks, four chairs, one bookcase, one file cabinet, one wastebasket and other available equipment as requested by the Union and agreed to by the College. The Union shall have a phone tied into the ----- College switchboard provided by the College and the Union may provide other equipment or materials at its own expense.

The Union may use duplicating equipment located in the Academic Building and photocopy equipment located in the library and in Main Hall during the hours when it is accessible to members of the unit. All duplicating and/or photocopy costs incurred by the Union shall be charged to the Union on the same basis as charged to a discipline.

The Union may use rooms at the College free of charge solely for the purpose of conducting Union business. Request for use of a room or rooms at the College shall be sent in writing to the office of the Coordinator of Academic Records to be considered for approval no less than 48 hours prior to the time of the proposed meeting. Exceptions to this notice requirement may be granted by the College through some officer other than the Coordinator of Academic Records. In making room assignments prior commitments and/or assignments will take precedence.

In such case the Union requests the use and is granted use of the Lodge and/or any other facility or facilities of the College which are not offices or classrooms, the Union shall pay overhead cost and clean-up cost incurred by the College due to the Union use of the facility or facilities.

The College shall provide the Union with one bulletin board in each of the following buildings: -----. Union postings shall be limited to these designated boards and the Union shall post only official Union communications.

The Union may also send official Union communications through the inter-office mail service operated by the College insofar as this does not interfere with the normal flow of regular ----- College mail. Union mail will be visibly marked as Union mail.

The Union will also be able to put announcements of official meetings in the Faculty/Staff Bulletin.

Nothing in this article is intended to preclude the possibility that other mutually agreeable arrangements with respect to the items covered by this article may be instituted at future dates outside the scope of but not contrary to this Agreement.

Clause #26 D2(4)

ASSOCIATION RIGHTS: The Association and its representatives shall have the right, without charge, to use College facilities for meetings. College facilities shall be scheduled in advance when they are required for meetings.

Association business shall be transacted at such times that it will not interfere with the performance of the employee's regular duty; however, regular meetings of the Association shall be conducted at times outside of the generally recognized school day.

The Association shall have the right to post notices on instructor bulletin boards and to use the College's mail service for communications providing such postings and communications are not detrimental to the College. A copy of all posted notices shall be provided to the Personnel Services Department.

The College shall place on the agenda of each regular meeting of the District Board of Education any matters brought to its consideration by the Association as long as those matters are made known to the President's office in accordance with District policies and College regulations.

The President of the Association shall be the official advisory representative to the District Board and may attend all regular and special meetings of the Board. The representative may participate in all public proceedings with voice but without vote. If the President of the Association is unable to attend the meeting, another officer of the Association may substitute for the President.

The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of college policy and ORS Chapters ---- and ----.

The Association will be provided within ten working days of the beginning of each Fall term a report containing the names, addresses and location of all bargaining unit members. Within ten working days after the start of winter and spring term the Association will be provided a report containing all changes to the bargaining unit.

Clause #27 E2(2)

UNION SECURITY AND CHECK-OFF: The (Union) and the University agree that any full-time member of the collective bargaining unit must pay such dues and assessments as are from time to time authorized and collected from the membership of the (Union).

A member of the collective bargaining unit may request exemption by right of conscience from the payment of chapter dues and assessments by filing a written affidavit giving reasons for such objection to any participation in or support of collective bargaining activities on behalf of the ----- Chapter of (the Union). Such affidavit will be filed with the President of the University and the President of the (Union) and will thereby exempt the collective bargaining unit member from the "Dues" provisions of this Agreement. Any such exempt person will be expected to contribute a sum equal to the dues to any campus use such as scholarships and library, but not to be used to modify salaries. These monies will be distributed by the Administration.

The (Union) will submit to the Administration signed voluntary check-off authorization cards. Thereafter, the University will deduct dues in sixteen equal installments from the faculty pay checks commencing January 1 of each year of all who file authorization cards in the amount certified by the Treasurer of the (Union). Thereafter, the University will remit the receipts to the (Union) within thirty days after deduction.

Adjunct members of the collective bargaining unit are exempt from this clause. Their dues and assessments will be paid directly to the Treasurer of the (Union).

Clause #28 B4(4)

MAINTENANCE OF MEMBERSHIP: All faculty members who are members of (the Union) as of the date of ratification of this Agreement or who, thereafter, during its term become members of (the Union) shall, as a condition of continued employment, maintain their membership in (the Union) for the term of this Agreement: provided, however, that any such faculty member may resign from membership in (the Union) during a period of fifteen days prior to the expiration of this Agreement and, provided further, that the payment of dues and assessments while he is a member shall be the only requisite employment condition.

Check-off: The University agrees to deduct in bi-weekly installments the regular annual dues of ----- from the pay of those faculty who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by (the Union) to the University and the aggregate deductions from all faculty members shall be remitted monthly to (the Union), together with an itemized statement containing the names of the faculty members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each faculty member's written authorization shall be irrevocable for the term of this Agreement or any extension thereof or successor thereto, but may be revoked at the expiration thereof, provided such action is taken during a period which commences fifteen days prior to the expiration date of this Agreement.

If dues are deducted and remitted to (the Union), in accordance with the procedure specified above, (the Union) shall be solely responsible in the event anyone claims that the deduction and/or remission was improper.

Clause #29 B4(1)

DUES DEDUCTION/AGENCY SHOP: Subject to reasonable procedural requirements, the County agrees to deduct membership dues, service charges and/or employee insurance premiums of the Union from the salary payments as authorized in writing, revocable at least annually, by individual faculty members and the Union and to forward such payments to the Union, along with a list showing the names of members and the amount being deducted from their salary, to the extent that normal computer operations permit.

All employees in the appropriate negotiating unit, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such employees.

The service charge for appropriate negotiating unit employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full-time or part-time category appropriate to the status of the employee.

The Employer shall deduct the service charge from non-union member employees and transmit the sums so deducted to the Union at the same time and in the same manner as dues deducted from Union members.

The Union shall notify the Employer annually the amount of annual dues.

Clause #30 B2(7)

UNION SECURITY: Employees covered by this Agreement who at the time it becomes effective are members of the Union shall be required as a condition of continued employment to obtain their membership in the Union or to pay

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service fees equal to the membership dues in accordance with the Bylaws of the Union for for the duration of this Agreement.

Employees covered by this Agreement who at the time it becomes effective have been employed for 60 days or more and who are not members of the Union shall be required as a condition of continued employment to become members of the Union or to pay service fees equal to the membership dues in accordance with the Bylaws of the Union. Employees covered by this Agreement who have been employed for less than thirty days when this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union or pay service fees equal to membership dues in accordance with the Bylaws of the Union once they have been employed 30 days.

Employees hired, rehired, reinstated or transferred into the unit of employees covered by this Agreement after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay a service fee equal to the membership dues on or before the 30th day following the beginning of their employment in the unit.

The Union shall notify the Employer and affected employees in writing of the names of any employee in the unit who is 30 days in arrears in payment of membership dues or service fees. Employees who fail to comply with the requirement of paying membership dues or service fees within 30 days of such notice shall be terminated from employment.

Clause #31 CS(1)

AGENCY SHOP: As a condition of continued employment, all persons in the unit shall, within thirty-one days after the commencement of each contract year or within thirty-one days after the effective date of appointment, whichever shall occur later, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees, or make arrangements for payment of dues or service fees to the Chapter, or make written application to the Chapter for conscientious objector status.

Any dispute between an individual and the chapter concerning eligibility for conscientious objector status shall be resolved by the National Office of the (Union). The National Office shall investigate any such dispute and issue a written decision which shall be binding on both parties.

Any person granted conscientious objector status by the Chapter or the National (Union) shall, within ten days after receipt of written notification from the Chapter of the granting of such status, pay to the Chapter an amount of money equal to the annual service fees assessed on non-members. Such conscientious objectors shall determine whether said payment to the Chapter shall be forwarded intact to the —— University Scholarship Fund or to the Academic Freedom Fund of the National (Union). Any person not granted conscientious objector status after consideration by the National (Union) shall, within ten days after receipt of written notification from the Chapter of the National (Union's) decision, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

The Administration shall deduct from the salaries of members of the bargaining unit, in equal installments for each pay period, service fees or dues levied by the Chapter, provided the unit member has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fees deductions to the Chapter bank account each pay period.

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Chapter written notice of cancellation no earlier than thirty days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever occurs first.

When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

(The College) shall not be liable to the Chapter by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

Following at least fourteen days written notice to the faculty member, the Chapter may request the termination of a faculty member who has not complied with the dues or service fees or conscientious objector section of this Article. Upon receipt of such written request from the Chapter, (the College) grievance hearing officer shall, within ten days, conduct a hearing involving the Chapter, the faculty member(s), and other interested parties. If, as a result of that hearing, (the College's) grievance office establishes that the Chapter has observed all applicable provisions of this Article and that the faculty member(s) is in non-compliance with said Article, (the College) shall terminate the appointment of such faculty member(s) as of the end of the semester in which the Chapter notifies (the College) of said faculty member's failure to comply with dues or service fees or conscientious objector section of this Article.

Bargaining Agent Rights Including Check-Off and Union Security (Cont'd.)

The Chapter shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits or other actions arising from compliance with this Article. Indemnification shall include attorney's fees and the cost of litigation.

Clause #32 D4(5)

F. MANAGEMENT RIGHTS

MANAGEMENT RIGHTS: The parties agree that all of the rights and responsibilities of the University which have not been specifically provided for in this agreement are retained in the University alone. The University's responsibility to determine the structure and goals, purposes, functions, and policies of the University shall extend but not be limited to the following:

1. Except as provided elsewhere to the contrary: to classify and reclassify personnel; to direct employees; to determine qualifications, standards for work, and to hire, transfer, shift, allocate and assign work within the bargaining unit, retain employees in positions, evaluate and to reprimand, reprove, suspend, demote, or discharge for just cause; to relieve an employee from duty because of lack of work or other legitimate reasons such as illness; to take action necessary to maintain the cost effectiveness of University operations; to determine the means, methods, and personnel by which the University's operations and programs are to be conducted; to take such actions as may be necessary to carry out the missions of the University in case of emergencies; and to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith (subject to the right to grieve as provided in this agreement).

2. Where a goal, purpose, function, or policy is provided for expressly elsewhere in this agreement, such provision shall control over the preceding paragraph.

3. No member of the bargaining unit may be assigned work against his/her will which disqualifies him/her from the bargaining unit.

Clause #33 E2(1)

MANAGEMENT RIGHTS: The College shall have the following rights: to determine its structure, mission, policies and purposes.

The policies of the College shall extend, but not be limited, to the following:
a. direct faculty;
b. hire, promote, transfer, assign and retain faculty;
c. relieve faculty from duties because of lack of work or funds, or under conditions where continuation of such work be inefficient or nonproductive;
d. maintain the efficiency of ---- Community College operations;
e. determine the methods, means, job classification, and personnel by which ---- Community College operations are to be conducted;
f. take whatever actions may be necessary to carry out the missions of ---- Community College in situations of emergency;
g. establish the methods and processes by which work is performed.

The Administration, at its discretion, may deduct one full day's salary or portion thereof for each partial or full day of absence from the monthly amount owed to any full-time faculty member whose absence from campus or failure to meet regularly scheduled classes is not properly excused or authorized under the terms of this agreement.

Clause #34 E2(3)

MANAGEMENT RIGHTS: The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and shall include:

a. The right to direct employees; to determine qualifications and criteria in hiring; promote and retrench in conformance with the provisions of this Agreement; standards for work and class schedules shall be made within the limitations of the Agreement on workload; determine curriculum in accordance with the other provisions of this Agreement, and to hire, promote, assign, retain employees in position, and transfer in accordance with procedures described in this Agreement; make reappointments, suspend or discharge a faculty member for just cause subject to the other provisions of this Agreement.

b. The right to take such action within the limits of this Agreement, as necessary to maintain the efficiency of College operations.

c. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College operations are to be conducted.

d. The right to take such actions as may be necessary to carry out the missions of the College in case of demonstrable emergencies.

e. The right to make and declare rules, regulations, and policies not inconsistent with the provisions of this Agreement.

The exercise of such management rights shall not be arbitrary or capricious. Any alleged abuse of the provisions of this Article shall be subject to the provisions of the Grievance Procedure.

Clause #35 A2(3)

MANAGEMENT RIGHTS: The Board of Trustees, on its own behalf and on behalf of the electors of the College, hereby indicates that it retains and reserves unto itself all power, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of ----- and of the United States, The Board of Trustees further claims, without limiting the generality of the foregoing:

1. The right of executive management and administrative control of the College, its properties, and facilities provided its employees;

2. The right to hire all employees and, subject to the provisions of law, to determine their qualifications, the conditions for their continued employment, their dismissal or demotion, their promotion, and their transfer;

3. The right to establish types of grades and courses of instruction (including special programs), to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board of Trustees;

4. The right to decide, subject to the provisions of law, the means and methods of instruction, the duties, responsibilities, and assignments of members of the bargaining unit with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Trustees, the adoption of policies, rules, regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the provisions of this Agreement, and to the extent such specific and express terms hereof are in conformance with the laws of the State of ----.

Clause #36 C2(1)

RETAINED RIGHTS OF THE BOARD: The Board shall operate and manage the college. It is understood that the rights of Professional Employees are set forth throughout the balance of the Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the expressed limitations set forth elsewhere in this Agreement, the Board shall hire and transfer Professional Employees; discipline, reprimand, suspend or discharge Professional Employees for just cause; lay off and recall Professional Employees; make administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute principal employment contracts between Professional Employees and the Board and such contracts shall include by reference this Agreement; prepare, enter into, and execute separate supplemental contracts; determine the period, curriculum and content of any school activity, the period, curriculum and content of any course with due regard for academic freedom of Professional Employees; establish or change rules, regulations and practices concerning operating and managing the College but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the Professional Employees. The above rights are not all-inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

Clause #37 D2(7)

RIGHTS OF THE BOARD OF TRUSTEES: Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to: establishing standards of performance of its employees; determining the mission of the system and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classifications; the appointment, promotion, and transfer of personnel; determining educational policy, programs and courses; directing employees and determining professional assignments; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of regulations not inconsistent with this Agreement; and the taking of all necessary actions to carry out its mission in emergencies.

Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

Clause #38 A2(1)

G. SUBCONTRACTING

WORK BY NON-BARGAINING UNIT EMPLOYEES: It is recognized by the Union and the University that Supervisors, temporary and student employees also perform Administrative, Professional and Technical work and that this Agreement does not restrict any such work by any non-bargaining unit employees, except that the employer agrees that it will not increase the size of its non-bargaining unit work force to replace Bargaining Unit employees who are laid off.

Clause #39 DS(2)

SUBSTITUTE ARRANGEMENTS: Because of the specialized nature of vocational, technical and adult education and the virtual impossibility of obtaining competent substitutes in most areas of instruction, substitute arrangements will normally be made internally by the Department Chairman with the approval of the Assistant Director.

Substitute arrangements will be made when realistic in terms of the student's ability to learn under the substitute arrangements. Consideration will also be given for equal treatment of the staff when making internal substitute arrangements so as not to overburden any one instructor at the expense of that instructor's normal instructional assignment. Taking these two factors into account, it often will be better policy to cancel some of the classes of an instructor with an unexpected short time illness.

In the case of advance notice of educational conferences, every effort will be made internally to arrange for substitutes for those instructors who will attend. In this way participation in this type of professional growth activity may be expanded and further encouraged.

In the event of an instructor absence of more than four consecutive school days, either a substitute from outside will be found or a regular member of the full-time faculty will be employed at a direct pro rata pay from the fifth day on.

Recognizing the problems inherent in making substitute arrangements in a system of advanced, highly specialized education, the cooperation of each member of the professional staff is needed to insure the continuance of each student's education in the event of an instructor absence.

Clause #40 D2(12)

SUBCONTRACTING: The work that belongs primarily to the faculty includes teaching, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), and academic research conducted on assigned time. In assigning work, preference will be given to unit members.

Clause #41 D4(5)

H. NO STRIKE - NO LOCKOUT

NO STRIKE, WORK STOPPAGE OR LOCKOUT: The (Union) and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The (Union), its officers, agents, affiliates, and faculty covered by this Agreement agree that during the term of this Agreement, they will not instigate, engage in, encourage, or condone any strike, work stoppage, or other acts that interfere with the University's operations.

The University agrees that during the term of this Agreement, it will not lock out any or all of the faculty members covered by this Agreement.

Clause #42 B4(4)

NO STRIKE CLAUSE: The Association, or any members in its unit, shall not participate in a strike against ---- Community College by instigating or supporting such in any manner; this means concerted failure to report for duty, the concerted absence of employees from their position, the concerted stoppage of work, the concerted submission of resignation, the concerted absence in whole or in any part by any member of the bargaining unit from the full and faithful performance of the duties of employment with the ---- Community College for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of the Board or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board, the concerted failure to report to work after the expiration of this Agreement and picketing and furtherance of a work stoppage. Nor shall there be any strike or interruption of work during the term of this Agreement because of any alleged dispute or disagreement arising as a result of this Agreement.

Clause #43 C2(1)

NO STRIKE OR LOCKOUT: During the period of this agreement the Union will not cause or condone its members, nor will it encourage, cause or sanction other members of the bargaining unit to take part in any strike, work stoppage, work interruption, or activity which would violate the Public Employment Relations Act as amended. The University will not engage in any lockout during the period of this agreement. The University will not cause or condone its supervisory employees, nor will it encourage, cause, or sanction other University employees, to take part in any lockout or activity which would violate the Public Employment Relations Act, as amended, during the period of this agreement.

Clause #44 E2(1)

NO STRIKE--NO LOCKOUT: Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any form of self-help or other direct or indirect action during the term of this Agreement and the University agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

The University retains the right to discharge or otherwise discipline employees in the bargaining unit who have given direction to, either negatively or positively, or have in any manner and to any extent committed acts prohibited by the provisions of this Article. The University shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action for violations of the provisions of this Article. The Association shall have the right to protest and appeal any action constituting discipline administered to an employee by the University under this paragraph; however, the only issue which can be the subject of a grievance and which can be reviewed by the Arbitrator is limited to whether or not the employee has, to any extent, committed acts prohibited by the provisions of this Article.

If any controversy or dispute of any nature arises between the University, its employees and unions representing these employees or attempting to represent such employees, and further, if any controversy or dispute of any nature arises between the Management of any company performing work for the University and/or on the University premises, or for the University under other conditions, their employees other than the employees covered by this Agreement and the unions representing those employees or attempting to represent such employees, or any company which supplies materials to the University, its employees and the unions representing those employees or attempting to represent such employees, such controversy or dispute shall not affect in any way the rights and obligations of the parties herein established by this Agreement; and if any such controversy or dispute results in or threatens to result in any strike, stoppage of work, or other interference with delivery or services, the Parties hereto agree to abide by all the provisions of the No Strike-No Lockout clause of this Agreement and to fulfill their obligations in accordance with the terms of this Agreement.

Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Association or the University from their obligations under the provisions of this Article.

The University retains the right to recover from the Association such damages as it may suffer by reason of a violation of the provisions of this Article through the grievance and arbitration procedures as established by this Agreement.

Clause #45 F4(1)

I. IMPASSE PROCEDURES

The collective bargaining agreements analyzed in this study had no separate contractual clauses covering the subject of impasse procedures. The topic was most often incorporated as part of the existing statutory guidelines governing the bargaining relationships.

J. GRIEVANCE AND ARBITRATION PROCEDURES

GRIEVANCE PROCEDURE AND ARBITRATION: It is the declared objective of the state, colleges and (Union) to encourage the fair and equitable resolution of grievances. In order to effect a prompt and efficient resolution of grievances, the (State), the colleges, the union and the faculty shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances, in the interest of maintaining harmony and cordiality within the campus environment. The parties further agree that except as otherwise specifically provided in this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of grievances.

A grievance may be filed by a faculty member, group of faculty members or the union may present a policy grievance (one which affects more than one person) at any step of the grievance procedure prior to arbitration.

1. Definitions: (1) A "grievance" is an allegation or complaint that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement; or any complaint alleging improper, arbitrary or discriminatory enforcement or application of the state then existing rules, regulations, practices and/or procedures relating to wages, hours, terms and conditions of employment.

(2) Anything herein to the contrary notwithstanding, decisions involving the non-reappointment of nontenured faculty members shall be governed exclusively by the provisions pertaining thereto.

(3) "College Calendar Day" as used herein shall mean a day when classes or examinations are scheduled in accordance with the official college calendar.

2. Procedure: Step 1. The union, faculty member, or a group of faculty members shall present a grievance orally and informally at the lowest management level having authority to dispose of the grievance. The management representative shall investigate the grievance as he/she shall deem appropriate and respond to the union and/or the grievant orally or in writing.

Step 2. If the grievance is not satisfactorily resolved at Step 1 within the time frame specified below, the grievant or the union shall reduce the grievance to writing, stating the facts giving rise thereto. Such written grievances shall be submitted to the President or his/her designee; provided, however, that no grievance may be processed at this step or any subsequent step unless it has been filed in writing within thirty college calendar days of the occurrence giving rise to the grievance or within thirty college calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later. The President or his/her designee shall have twenty college calendar days following the receipt of such written grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant and/or the local union grievance chairperson or his/her designee where appropriate and to submit a written response to the grievant and union.

Step 3. If the grievance is not suitably resolved in Step 2, the grievant or the union may, within ten college calendar days after receipt of the written decision from the President submit a written appeal to the Secretary of Education. The Secretary of Education shall have fifteen calendar days following the receipt of such written appeal to submit a written response to the grievant and the union.

3. Binding Arbitration: If the grievance is not suitably resolved in Step 3 above, the union, but not an individual faculty member, may, within thirty college calendar days of the receipt of the written response in Step 3, notify the state's Secretary of Administration or his/her designee of its intent to submit the grievance to binding arbitration. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen calendar days of receipt of the above notice, the matter shall, forthwith, be submitted to the ----- Bureau of Mediation and the bureau shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If no mutually acceptable selection is made by the parties after the elimination of the second list, the bureau shall appoint the arbitrator in accordance with its rules then obtaining. Anything herein to the contrary notwithstanding, individuals named by the bureau should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he/she is to have no authority to add to, subtract from, or modify this Agreement.

In all cases, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The arbitrator's fees and those of the bureau (if any) shall be shared equally by the union and the (State), but each party shall bear its own cost of presenting its case to the arbitrator.

4. A faculty member may appeal any discipline or discharge for just cause beginning at the third step of this grievance procedure. Any such appeal must be presented in writing within ten college calendar days after the occurrence giving rise thereto or within ten college calendar days of the date on which the grievant has learned or should have learned of such occurrence, whichever is later. The union shall be notified promptly by the state/colleges of any discipline or discharge.

5. Time of the Essence: a. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written or oral mutual agreement, for any reason; and, provided, further, that a grievant shall not be penalized as to time if he/she has been misled by a representative of the state/college(s).
b. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

Grievance and Arbitration Procedures (Cont'd.)

6. Rights of the Union: a. The union representative(s) shall be advised of the existence of a grievance as soon as the college administration becomes aware of its existence.
b. Subject to the provisions of Section ----- of Act -----, the union's representative(s) shall be permitted to be present at any meetings which the administration holds with a grievant regarding his/her grievance, regardless of whether the grievant wants such representative(s) to be there or not.
c. The union's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of the union's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself/herself and the union shall not interfere with that right.
d. Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to the union as early as is possible and practicable.

7. Settlement: Any settlement, withdrawal or disposition of a grievance at any step below Step 3 shall not constitute a binding precedent for the settlement of similar grievances in the future.

Clause #46 B4(1)

GRIEVANCE AND ARBITRATION PROCEDURES-GRIEVANCE PROCEDURE:
1. Definition of Grievance. A grievance is defined as being a written claim by a unit employee or by the (Union) that the Employer or representative(s) of the Employer has violated, misinterpreted, or misapplied this Agreement with resulting adverse effect on one or more unit members. Grievances may be processed through arbitration according to the provisions contained in this Article.

2. Purpose. The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievable problems which may arise concerning the terms and conditions of employment of unit members at ----- Junior College, and to guarantee an orderly succession of procedures wherein these resolutions may be pursued.

3. General and Class Grievances. An individual unit member may grieve on his/her own behalf and must sign the grievance document. The (Union) may grieve in behalf of itself in cases where it asserts that rights flowing to it, as distinguished from unit members under this Agreement, have been violated by the employer.

The (Union) may also bring a grievance on behalf of one or more unit members whose signatures appear on the grievance document in any case wherein more than one unit member claims harm as the result of a single Employer violation. Within twenty days of the grievance being filed, additional signatures of grievants may be added to such a grievance document.

General and class grievances are not otherwise allowed except by the voluntary consent of the Employer. When the (Union) grieves in behalf of multiple persons, each individual claim must comply with the strictures of this Article.

4. Election of Forum. The commencing of legal proceedings against the Employer or any managerial employee of the Employer or any member of the Board of Trustees in a court of law or equity, or before the —— Public Employees Relations Commission, or any other administrative agency, by an employee or the (Union) for alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees, or the (Union) of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation or violations of the express terms of this Agreement.

5. Time Limits. The time limits provided in this Article shall be strictly observed by all parties, unless extended by written agreement of the parties. The number of days indicated at leave level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievance to be processed by the grievant (employee or the Union) within the time limits herein above provided shall result in the dismissal of the grievance. Failure of the administration or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step of the procedure.

6. Specificity as to Facts. The grievance document must state the pertinent facts in enough detail to enable an otherwise uninformed third party to determine from the document that a violation has occurred, assuming the truth of the facts as stated.

7. Specificity as to Articles and Sections Relied Upon. The grievance document must specify the particular Article(s) and Section(s) of this Agreement that is being relied upon for the prosecution of the grievance and the Employer will be entitled to rely exclusively on these required references.

8. Specificity as to Relief Sought. The grievance document must specify with particularity the relief sought.

9. Employee Right to Grieve Without Representation Preserved. The right of employees covered by this Agreement to present grievances to the Employer, and have same adjusted, without the intervention of the (Union) is preserved inviolate, subject to the (Union's) right to have prior notice of and a reasonable opportunity to be present at any meeting called for the resolution of the problem and provided that such resolutions shall not be inconsistent with the terms of this Agreement.

10. Investigating or Processing Grievances During Working Hours. Unit members, including (Union) representatives and officers, normally shall not take time during their regular working hours to investigate or process grievances, except with the prior consent of the Employer. Such consent shall not be withheld when the effect would be to preclude the adequate investigation and/or

presentation of the grievance or to restrict the ability of the (Union) to select its own representative.

11. Procedure. Step I. An eligible grievant wishing to assert a grievance shall file same in writing, in compliance with all requirements herein stated, with the immediate supervisor in the College administrative staff, within twenty working days from and after the day when the act or omission giving rise to the grievance occurs, or within twenty working days from and after the day when the grievant acquires, or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission.

Within ten working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor shall indicate in writing within five working days of this meeting the disposition of the grievance. A copy of the disposition shall be furnished to the (Union).

Step II. If the grievant believes the disposition at Step I is incorrect, it may be appealed to a person designated by the President of ---- Junior College to handle grievances at Step II. The appeal must be in writing and be presented to the designated person within ten working days of the grievant's receipt of the Step I disposition.

The President's designee shall provide in writing a disposition of the grievance within ten working days after the written grievance (appeal) is filed at Step II.

Step III. If the grievant believes the disposition at Step II is incorrect, it may be appealed to the College President within five working days after receipt of the Step II disposition. The appeal must be in writing and presented to the President's secretary, who will issue a receipt noting the date and time of delivery. The President or his representative will answer grievances in writing within fifteen working days after the written grievance (appeal) is filed with the secretary.

12. Arbitrability. Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration.

13. (The Union) Grievances Expedited. When the (Union) grieves in behalf of itself, asserting a right flowing to it, as distinguished from unit members (see Section 3, first paragraph), it may initially file the grievance at Step II, provided that the requirements of this Article are otherwise complied with, and the twenty working day time limit described in Step I shall be applicable.

14. This Article does not create an Employer right to initiate grievances against the (Union) or unit members within the procedure provided herein, and nothing in this Agreement shall be construed as imposing upon the Employer an obligation to grieve or arbitrate claims by it that the (Union) or unit employees have violated this Agreement.

ARBITRATION PROCEDURE. 1. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by the receipt of a written request for arbitration by the Personnel Director within five working days after the grievant receives the written disposition at Step III.

Within ten working days after the Personnel Director's receipt of the arbitration request, a representative of the Employer shall meet with the grievant to attempt to select an arbitrator by mutual agreement.

If no arbitrator has been selected within ten working days of the date when the above meeting took place, either party may petition the Federal Mediation & Conciliation Service for a list of three arbitrators.

Within five working days of the receipt of the list of arbitrators by the last party receiving it, the grievant and the Employer's representative shall meet and each party will strike one name from the list, the obligation to strike first being determined by a coin flip. The name not stricken by either party will identify the arbitrator.

The parties will forthwith notify the identified arbitrator of his selection by joint letter, requesting him to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

(a) No arbitrator may be involved with more than one grievance under this Agreement at any given time without the mutual consent of the parties.

(b) The arbitrator shall have no right to modify, add to, or subtract from this Agreement.

(c) The arbitrator shall render his/her decision in writing, if requested to do so by either party, stating the reasons underlying the decision.

(d) Concessions and partial concessions made by the Employer, a grievant or the (Union) prior to or during the arbitration shall not be considered by the arbitrator as indicating in any way or to any extent that a violation has taken place or that the grievance has merit.

(e) The arbitrator shall be obliged to render a decision within thirty calendar days following the close of the hearing.

(f) The Employer shall not be required, as the result of any grievance resolution, to violate any law, regulation or rule applicable to the operation of the College.

(g) If the arbitrator rules partially for the grievant and partially for the Employer, the parties shall share equally in the arbitrator's charges; otherwise, the losing party shall pay the arbitrator's fees and expenses in total sum.

(h) No grievance relating to a right or privilege retained by or reserved to the Employer under any terms of this Agreement shall be deemed arbitrable.

(i) The arbitrator shall schedule any required hearing with due regard for any operational considerations presented by the parties.

(j) The arbitrator shall follow the rule of interpretation or construction under which a collective bargaining agreement is viewed as a document limiting an employer's otherwise rights, and shall not follow the rule under which such an agreement is viewed as a partial statement of the parties' mutual rights and obligations.

(k) The decision of the arbitrator shall be final and binding. However, either party shall have the right to contest any arbitration decision by contending before any court of competent jurisdiction that such decision is arbitrary, capricious or incorrect in light of any provision of this Agreement.

Clause #47 C2(3)

CONTRACT GRIEVANCE PROCEDURE: A contract grievance is defined as a claim by an employee of an alleged misinterpretation or misapplication of a specific article or section of this Agreement.

Procedures: Step One. Within fifteen working days of the event (involving the employee) giving rise to a grievance, the employee will present the grievance to the immediate supervising administrator. The purpose of this step is to resolve the grievance via informal, verbal discussion with the immediate supervising administrator.

Step Two: If the grievance cannot be resolved in Step One, the aggrieved employee may submit a written statement of grievance to the appropriate Dean with a copy to the association and the College Personnel Office. This submission shall be within fifteen working days from the date of the informal hearing. The written statement of grievance shall name the aggrieved employee, shall state the facts giving rise to the grievance, shall identify the specific section of this Agreement alleged to be violated, shall state the contention of the aggrieved employee with respect to the contract section, shall indicate the relief requested and shall be signed by the aggrieved employee. Within ten working days of receipt of the written grievance, the aggrieved employee, an Association representative, and Dean shall meet and ten working days thereafter the Dean shall make a decision on the grievance and file a response in writing to the employee and the Association.

Step Three: If the grievance is not resolved in Step Two, the aggrieved employee may submit the written grievance to the Vice President with notice to the Association. This submission shall be within five working days of the written decision rendered in Step Two. Within ten working days the aggrieved employee, an Association representative, and the Vice President (and/or his designee) shall meet and the Vice President shall within ten working days, thereafter, render a written decision with copies to the employee and the Association.

Step Four: If the grievance is not resolved in Step Three, the aggrieved employee may submit the written grievance to the Superintendent/President with notice to the Association. This submission shall be within five working days of the written decision rendered in Step Three. Within ten working days, the aggrieved employee, an Association representative, and the Superintendent/President (and/or his designee) shall meet and the Superintendent/President shall ten working days, thereafter, render a written decision with copies to the employee and the Association representative.

Step Five: If the grievance is not resolved in Step Four, the aggrieved employee and the Association may mutually submit the grievance to an arbitrator acceptable to both the Employer and the Association. In the event the Employer and the Association cannot agree upon an acceptable arbitrator, the procedures and services of the American Arbitration Association for selection of an arbitrator will be engaged. Selection of the arbitrator shall be within ten working days of the date of decision in Step four. The arbitrator will review the grievance and render a final and binding decision. The expenses incurred by the arbitrator and any mutual fees for arbitration services will be shared equally by the Employer and the Association, but each party will pay the fees incurred in the presentation of its case. Whenever possible grievance hearings will be scheduled after 5 p.m.

Powers of the Arbitrator:
It shall be the function of the arbitrator to make decisions in grievances of alleged misinterpretation or misapplication of specific sections of this Agreement.

The arbitrator's powers will be limited to the extent that he/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

Time Limits:
The failure of an employee to act within the prescribed time limits will act as a bar to any further appeal.

The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.

Any grievances not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

Time limits may be extended by mutual consent of the Employer and the Association at which time the new date shall be controlling.

Separate Grievance File:
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

Clause #48 D2(6)

GRIEVANCE AND ARBITRATION PROCEDURE: Purpose. The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

Definition. A grievance is an allegation by either the (Union) or the University that there has been a breach, misinterpretation or improper application of the terms of this Agreement. The grievance and arbitration procedures provided for herein will not include any complaints relating to appointment, reappointment, promotion, tenure or annual evaluation which are dealt with by the University Appeals Board (UAB.) It will include any complaints alleging that in a promotion or tenure matter, the Board of Trustees and/or the President: (i) have acted in an arbitrary or capricious manner; (ii) have failed to apply written criteria of the University; provided, however that the merits of the judgment will not be subject to arbitration hereunder; or (iii) have violated procedural due process under this Agreement. In the cases ii and iii, the arbitrator's authority will be limited to remanding the matter for compliance with procedural due process under this Agreement and/or compliance with the written criteria of the University. The arbitrator may extend the term of an appointment to permit compliance but any such extension will not result in de facto tenure.

Grievance Procedure. Grievances may be filed by the (Union) on behalf of any member or group of members, or by the University. A written grievance must be filed with the Provost within thirty days after the event or state of facts giving rise to the grievance become known to the grieving party. In addition, grievances must be filed within four months of the occurrence of the facts giving rise to the grievance, except that there will be no such limitation regarding a claim that the University miscalculated the salary payable to a faculty member.

Any grievance brought by a faculty member, or the (Union) on behalf of such faculty member, complaining about any evaluation, will be discussed between the faculty member involved and the dean. If the grievance is not satisfactorily resolved by the dean, the faculty member may appeal to the UAB.

Step One. Conferences will be held in an effort to settle the grievance at the departmental level between the University's representative, the faculty member or members involved and a representative of the (Union). Such conferences will take place within seven calendar days after the grievance is filed. If the grievance is not settled at Step One, the University's representative will, within seven calendar days after the last conference, deliver a signed statement of his/her position to the (Union) and the faculty member or members involved.

Step Two. The Step One response may be appealed by filing a written notice of appeal with the dean of the affected college or school within seven calendar days after receipt of the written Step One response. The dean will, within seven calendar days after receipt of the notice of appeal, confer with the (Union) representative, the faculty member or members involved and any other persons with knowledge of the facts, including the appropriate department chairperson, in an effort to resolve the grievance. If the grievance is not settled at Step Two, the dean will, within seven calendar days after the last conference, deliver a signed statement of the University's position to the (Union) and the affected faculty member or members.

Step Three. The Step Two response may be appealed by filing a written notice of appeal with the Provost within seven calendar days after receipt of the written Step Two response. The Provost will, within seven calendar days after receipt of the notice of appeal, confer with the (Union) representative, the faculty member or members involved and any other persons with knowledge of the facts, in an effort to resolve the grievance. If the grievance is not settled at Step Three, the Provost will, within seven calendar days after the last conference deliver a signed statement of the University's final position to the (Union) and the faculty member or members involved.

Step Four. If the grievance is not resolved at Step Three within ninety days of the determination made at Step Three, either party may commence an arbitration proceeding before the American Arbitration Association in accordance with its voluntary Labor Rules then in effect, by serving the other party with a written notice of intention to arbitrate. All costs of such arbitration, exclusive of counsel and witness fees, will be shared by the parties. There will be no outside arbitration with regard to issues arising in connection with appointment, reappointment, promotion, tenure or annual evaluations.

Time Limits. All time limitations provided for in the preceding four steps may be extended by mutual agreement of the parties.

In the event that either party alleges a violation of the no strike, work stoppage, or lockout article, such party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association.

Clause #49 B4(4)

GRIEVANCE PROCEDURE: A grievance is a complaint by an employee, group of similarly situated employees or the Federation that there has been a misinterpretation or an alleged violation of a specific provision of the contract.

Time Limits: All grievances must be filed in writing at Level One within fourteen calendar days of the time the grievant knew or reasonably should have known of the act, event, or the commencement of a condition which is the basis of the grievance.

Failure at any level of the grievance procedure to communicate a decision on a grievance within the specific time limits shall permit the aggrieved party or the Federation to proceed to the next level. Failure to file an appeal within the specified time limits shall mean that the decision at the last step stands.

The time limits specified within the grievance procedure may be extended in any specific instance by written mutual agreement.

General Provisions: Both (the College) and the Faculty Federation shall have the right to use in its presentation at any level of this grievance procedure any appropriate persons of its own choosing.

As to any grievance where the grievant is not represented by the Faculty Federation, the Federation will be advised of the Level One written filing, and any appeals, and will be given copies of all relevant documents, and the Federation will have the right to state its views in any grievance conferences scheduled to discuss the matter and/or to submit written statements.

Grievance conferences under this Agreement will be scheduled for other than normal duty hours of the faculty members involved unless both parties agree otherwise.

Grievances may be initiated at any step by mutual agreement.

The parties shall cooperate with each other in the investigation of any grievance and shall furnish each other such specific, reasonable and relevant information, not otherwise privileged, as is requested for the processing of any grievance.

Adjustment of Grievance:

Level One -- Department Head

Prior to the formal filing of a grievance at Level One, the grievant will attempt informally to resolve the matter with his department head. If this effort is unsuccessful, the grievance will be filed in writing with the department head. The filing will succinctly state the alleged action or inaction giving rise to the grievance; the provisions of the contract allegedly violated; and the relief sought. The department head shall respond to the grievance in writing within fourteen calendar days of the filing.

Level Two - Dean

If the grievance is unresolved at Level One, the grievant may file an appeal in writing to his Dean within fourteen calendar days of his receipt of the department head's answer, and enclose a copy of his original filing and the department head's answer to it. The Dean shall respond to the grievance in writing within fourteen calendar days of the filing of the appeal.

Level Three - Provost
If the grievance is unresolved at Level Two, the grievant may file an appeal in writing to the Provost within fourteen calendar days of his receipt of the Dean's answer, and enclose a copy of correspondence from the prior two steps. The Provost shall respond to the grievance in writing within fourteen calendar days of the filing of the appeal.

Arbitration: A grievance dispute which was not resolved at the level of the Provost under the Grievance Procedure may be submitted by the Federation to arbitration. The proceeding may be initiated by filing with (the College) and the American Arbitration Association a request for arbitration. The notice shall be filed within fourteen calendar days after receipt of the decision of the Provost, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his decision not later than thirty days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to arbitration.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

Clause #50 A4(4)

EXPEDITED ARBITRATION: In the event of an alleged violation of the No Strike - No Lockout Article, either the (Union) or the Institute may invoke the expedited arbitration procedure provided in this section for the resolution of same, as distinguished from the ordinary grievance arbitration procedure. Any such allegation shall be asserted by notice in writing by registered mail, return receipt requested, or telegram--report delivery, given to the other party. A copy of such notice shall be sent simultaneously to the person designated as the permanent arbitrator or such persons designated as arbitrator as hereinafter set forth. The arbitrator shall hold an arbitration hearing as expeditiously as possible, but in no event later than twenty-four hours after receipt of said notice. The decision of the arbitrator shall issue forthwith and in no event later than three hours after the conclusion of the hearing, unless the grieving party agrees to waive this time limitation with respect to all or part of the relief requested.

No continuance of the hearing shall be allowed without consent of the party filing the claim. Absence from or non-participation in the hearing by any party shall not prevent the issuance of an award. The sole issue of the said hearing shall be whether the no-strike, no-lockout provision has been violated. The arbitrator may close the hearing in his sole discretion when he decides he has heard sufficient evidence to satisfy issuance of an award.

In the event the arbitrator finds that the activities of either employees, the (Union) or the Institute or any or all of them are in violation of the no-strike, no-lockout provision of this Agreement or threatened violations thereof, he shall as a part of his decision specifically order that all normal operations be resumed at once and that any offender cease and desist from any then current, continued or prospective violations of the no-strike, no-lockout provisions of this Agreement.

The arbitrator appointed by the parties for the purpose of this expedited arbitration procedure is and said arbitration proceedings pursuant hereto, shall be held at the Institute's facility or such other place as designated by the arbitrator. In the event of the death, disability or unavailability of the arbitrator designated herein within the time limits prescribed by this provision, the parties must select another arbitrator within twenty-four hours and failing in such mutual designation, the American Arbitration Association may be requested, by either party, to designate an arbitrator, which designation must be made within twenty-four hours of the request.

All costs for the services of the arbitrator designated herein or for any other person selected pursuant to the aforementioned procedure and all of the costs of the arbitration shall be borne by the parties jointly.

Clause #51 BS(4)

EXHAUSTION OF REMEDIES: Faculty members shall exhaust any remedial procedure existing within this Agreement. This provision shall not be construed to waiver said faculty member's right to litigation.

Clause #52 C2(1)

ELECTION OF FORUM: The commencing of legal proceedings against the Employer or any managerial employee of the Employer or any member of the Board of Trustees in a court of law or equity, or before the —— Public Employees Relations Commission, or any other administrative agency, by an employee or the Union for alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee, employees, or the Union of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation or violations of the express terms of this Agreement.

Clause #53 C2(3)

K. DUE PROCESS

DUE PROCESS: The appointment of a member of the faculty may be terminated and the faculty member may be dismissed if after due proceedings there is found to be just cause for such action. No employee may be dismissed, disciplined, reduced in rank, retrenched or suspended without just cause.

Due proceedings as used above shall mean proceedings outlined in the Grievance and Arbitration Procedure of this Agreement

Non-Reappointment: If the Academic Dean determines that there is just cause for non-reappointment, he shall send written notice to the faculty member of his decision not to reappoint.

Notice of non-reappointment shall take place as follows:
Faculty completing their first year with the College shall be notified by April 1.
Faculty who have completed two or more full years at the College shall be notified by February 1.
Faculty who have completed three or more years at the College shall be notified by November 1.
Notice of dismissal or non-reappointment shall contain the reasons for such dismissal or non-reappointment. A copy of the dismissal notice shall be sent to the Association.

Clause #54 A2(2)

REPRIMAND, DISMISSAL FOR CAUSE, SUSPENSION AND DISCHARGE: Disciplinary action may be imposed upon an employee for just cause. Disciplinary action or measure shall include only the following:
Written reprimand
Dismissal for cause
Suspension and discharge

An employee who is to be disciplined has the right to request and have the Association President on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to an employee.

Written Reprimand. If a written reprimand is given to an employee it shall be done in a manner that will not embarrass the employee before the other employees, students, or the public. The employee shall be given the opportunity to respond to any written reprimand and the response shall be entered into the employee's personnel record along with the reprimand. The employee shall be given a copy of any entry in her/his personnel record and shall be permitted to insert a response thereto. Only such material as it entered in the employee's personnel record shall be used as evidence in any subsequent disciplinary action or hearing. Upon the written request of an employee, the contents of the personnel record shall be disclosed to the employee and/or the Association representative and/or legal counsel.

Due Process (Cont'd.)

Dismissal for Cause. An Unlimited Employee at a college may be dismissed for just cause upon recommendation of the College President and dismissal by the Board.

If a College President recommends that an Unlimited Employee be dismissed for cause during the employee's first year of service at that college, the employee shall be notified by March 15 of that year that the College President is recommending that the employee's services be terminated at the end of that academic year. If an Unlimited Employee's service is to be terminated at the end of the second consecutive or any subsequent consecutive academic year of service at a college, such employee shall be notified of such recommendation by December 15 of that academic year. The reason or reasons for recommending dismissal must be stated in the notice to the employee.

Any Unlimited Employee who has been recommended for dismissal for cause by the College President shall have the right to a hearing before the Board or its designee. An employee desiring such a hearing shall file a written request through the State Association to the Chancellor within thirty calendar days after receiving notification of the recommendation for dismissal. The Board or its designee shall hold the hearing within sixty calendar days after the Chancellor received the request for the hearing. At the hearing, both the employee and the College President shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The College President assumes the burden of substantiating his charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the discretion of the employee. If the Board dismisses the employee, the action is final, except that the employee may appeal the case to the arbitration procedure. The Board's action shall be communicated to the employee in writing within fifteen calendar days after the hearing.

If the employee recommended for Dismissal for Cause does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the College President and if the Board dismisses the employee, the action is final.

Suspension and Discharge. If an action or actions of any employee gives just cause for immediate and severe disciplinary remedy, the College President may suspend the employee without pay and recommend discharge of the employee to the Board. The reason or reasons for the suspension and discharge shall be stated in a written notice to the employee within two working days after the time of suspension. The suspended employee shall have the right to the same kind of hearing as described under Dismissal for Cause in this Article. If the suspended employee makes a written request through the State Association to the Chancellor for a hearing, within seven working days after the date of suspension, then the Board or its designee shall hold the hearing within twenty working days after the date the request is received. If the Board reinstates the employee, such employee shall be reimbursed for the salary withheld between the dates of suspension and reinstatement. If the Board reaffirms the College President's recommendation and discharges the employee, the action is final except that the employee may appeal the case to the arbitration procedure.

If the suspended employee does not request a hearing within the required time limit, such employee is considered to have waived the right to any appeals as provided in this Contract. The Board shall then consider the recommendation of the College President and if the Board dismisses the employee, the action is final.

Clause #55 D2(10)

DUE PROCESS FOR DISCHARGE: No regular full-time faculty member or regular part-time faculty member shall be discharged without just cause and due process. Just cause shall mean any serious breach of the contract of employment, for example, academic incompetence, behavior incompatible with effective conduct of duty, or behavior detrimental to the College.

Due process shall mean the proceedings as stated in Article ——, Grievance-Arbitration. In discharge cases, the provisions of the Grievance-Arbitration (article), shall be modified in the following manner:

There shall be no Step 1 meeting.

The President or his designee shall arrange for a mutually acceptable meeting which shall take place within five work days of the receipt of the notice of dismissal.

Within five work days of this meeting, the President shall forward a written answer to the grievant with a copy to the Association.

A demand for arbitration may be made by the Association within fifteen days of the receipt of the written answer and the arbitration shall be held on the first available date of the arbitrator chosen unless waived mutually by the parties.

If it is determined that a full-time faculty member or regular part-time faculty member shall be discharged, the individual and the Association shall be given simultaneous written notices containing the reasons for the discharge.

Discharge for just cause terminates the obligations of the College to that employee for any provisions of this Agreement except those specifically provided for in this Article.

Clause #56 C4(1)

DUE PROCESS & JUST CAUSE: Faculty members are entitled to procedural due process rights as defined by law when faced with disciplinary action or discharge. A faculty member shall be provided written notice of unsatisfactory performance or other conditions which might result in his/her discipline or dismissal. Such notice shall be sufficiently specific and timely to permit said employee to correct any demonstrable deficiencies.

Clause #57 C2(1)

L. CONFORMITY TO LAW - SAVINGS CLAUSE

SAVINGS CLAUSE: If any decision of any legislative body or court or administrative body of competent jurisdiction affects any provision or application of this agreement, or requires conduct inconsistent with any provision or application of this agreement, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. The preceding sentence shall not be so construed as to create any remedy for the University, the Union, or any other party.

In the event of any such court or administrative decision or in the event of failure of the legislature to appropriate money or enact legislation as expressly contemplated herein, the parties agree that, upon written request by either party, the parties shall promptly reopen this agreement for the specific and limited purpose of negotiating language to deal with the application ruled invalid or not appropriated or not enacted or to replace the provisions ruled invalid. If this agreement is so reopened, all the remaining terms shall remain in effect. The written request shall state what provisions or applications were invalidated upon which it is proposed to negotiate, the substance of the rights affected, and the substance of the proposed amended provisions.

If the parties are unable to agree on the proposed amendments, then the matter at issue shall be submitted to mediation, and if the parties are thereafter unable to agree, the matter shall then proceed to arbitration in the manner provided by Step 3 of the grievance procedure.

Clause #58 E2(1)

SAVINGS PROVISION: If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties may by mutual agreement begin to negotiate a replacement provision or provisions for any invalidated terms of the agreement within twenty working days of a new decision.

Any provisions of this agreement applicable to the 19-- year which violate Government Code Section ----- or would cause a loss of State revenue are null and void and subject to immediate renegotiation. Any provisions of this agreement applicable to the 19-- year or subsequent years which result in cost to the District are dependent on the District receiving at least the same amount of revenue in the 19-- school year as received for the 19-- school year. For the purpose of this provision "revenue" means monies received by the District which are not categorical funds or other funds which are specified for particular purposes. In the event that the District fails to implement part of the agreement because of insufficient funds, those parts of the agreement not implemented will be subject to immediate renegotiation.

Clause #59 F2(2)

SAVINGS CLAUSE: If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Clause #60 A4(4)

CONFORMITY TO LAW-SAVINGS CLAUSE: It is hereby declared to be the intention of the parties to this contract that the sections, paragraphs, sentences, clauses and phrases of this contract are subject to applicable federal, state and local law and are separable. If any phrase, clause, sentence, paragraph or section of this contract shall be found to be invalid because of conflict with any applicable federal, state, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this contract.

Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this contract.

Clause #61 B2(3)

SEPARABILITY, SAVINGS AND APPLICABLE LAW: 1. It is recognized that the University, being a public employer, is subject to many statutory provisions that impact upon many of the Articles and Sections in this Agreement. Thus, should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. The invalidation of any portions of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

Conformity to Law - Savings Clause (Cont'd.)

In recognition of the fact that the State of —— does not have a collective bargaining law applicable to the bargaining unit, the parties have agreed upon certain bargaining and recognition withdrawal procedures. These procedures shall be part of this Agreement and be binding upon the parties hereto unless and until superseded by an applicable State law establishing different procedures.

Clause #62 D2-4(i)

M. PAST PRACTICES

PAST PRACTICE: The terms and conditions of employment set forth in this Agreement shall govern the relationships between the Employer and the Employees covered by it and no deviation from or modification of said terms and conditions of employment shall be permissible. However, if prior to this Collective Bargaining Agreement there was a past practice generally in effect throughout the Institute which was still in effect at the date of this Agreement and not specifically modified by this Agreement, and which provided more favorable terms of employment for Employees, including members of the bargaining unit, then such more favorable terms and conditions shall continue; provided, further, that any question as to whether a specific term or practice was in general effect shall be subject to the grievance and arbitration provisions hereof.

Clause #63 B4(5)

PAST PRACTICES: The parties agree to continue in effect all practices of the College Administration not covered by the terms of this contract concerning terms and conditions of employment (wages, salaries, hours, vacation, sick leave, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, sabbatical leave), provided, however, that such practices are not in conflict with the provisions of this Contract. In the event of such a conflict, the terms of this Contract shall be controlling.

As used in this Contract, the term "practices of the College Administration" refers to those practices of the Office of the President, the Office of the Vice President, and the Offices of the Deans based upon written policies of the College Administration and of its District Board of Trustees.

Clause #64 C2(2)

PAST PRACTICES: All well established practices which benefit at least five members of the bargaining unit in a significant manner will be maintained, unless modified by this Agreement or by mutual consent. For cases involving fewer than five faculty members, the Joint Standing Committee will meet to resolve the problem.

Clause #65 B4(4)

Past Practices (Cont'd.)

PAST PRACTICES: This agreement shall supersede any rules, regulations, or practices of the University which shall be contrary to or inconsistent with its terms, and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the University and the Union, and shall constitute the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party until such amendment or agreement has been reduced to writing and duly ratified by both parties. This agreement shall likewise supersede any contrary or inconsistent terms contained in any individual contracts of members of the bargaining unit.

The following specified policies constitute a complete list of currently applicable policies in which the University, during the life of this agreement, will make no change affecting salaries, hours, fringe benefits or working conditions of members of the bargaining unit without first securing the approval by the Union of the changes.

Clause #66 E2(1)

N. ZIPPER CLAUSE

ZIPPER CLAUSE: The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Union and the University, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Clause #67 E2(1)

TOTALITY OF AGREEMENT: The parties acknowledge that during the negotiations which resulted in this Agreement, (the Union) had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

Therefore, the Board and (the Union) during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Clause #68 C2-4(1)

ZIPPER CLAUSE: Except as expressly set forth in this Agreement, the University shall not be obligated to continue any practice, policy, pronouncement or benefit and the continuation or modification of any such practice, policy, pronouncement or benefit shall not be considered as creating an obligation to continue that or any other practice, policy, pronouncement or benefit.

Clause #69 D2-4(1)

CONCLUSION OF COLLECTIVE NEGOTIATIONS: This Agreement is the entire agreement between the State and (the Union), terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

Clause #70 B2-4(2)

PRECEDENCE OF AGREEMENT: If there is any conflict between the written terms of this Agreement and the written rules and regulations of the College which may from time to time be in effect, the written terms of this Agreement shall be controlling.

Clause #71 D2(2)

MINIMUM TERMS: This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Administration will not employ a member on terms less favorable to him than these stated herein.

Clause #72 B4(2)

O. NEGOTIATION FORMAT

THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS: The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty of the College.

The parties recognize that the negotiating process is bound up with the State budget process and will endeavor in good faith to reach agreement in time to influence the budget process.

Any agreements so negotiated shall be reduced to writing.

The College agrees to recognize seven faculty members designated by the Association as representatives for collective negotiations. The Association shall provide the College with written notice of the names of such faculty members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular negotiating sessions.

The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counter-proposals in the course of negotiations.

If agreement cannot be reached between the Association and the College, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

Clause #73 BS(1)

NEGOTIATION PROCEDURE: So long as the Association continues to represent full-time faculty members who are members of the Association and those other full-time faculty members who have designated in writing their desire to be represented by the Association, hereafter jointly referred to as "Members", negotiations for a successor agreement shall be conducted, utilizing the following procedure:

On October 15, the Association shall transmit to the Area President and the College, a proposal for a successor agreement. Nothing contained herein shall, however, obligate the College to accept such proposal nor be obligated to meet and negotiate with said Association or continue recognizing the Association.

The College shall within thirty days after October 15, advise the Association in writing, addressed to the Association as whether the College elects or not elects to recognize the Association as the exclusive bargaining agent for Members; and if the College elects to recognize the Association then the

Negotiation Format (Cont'd.)

College or its designated representatives, and the Association or its representatives shall begin the negotiations no later than November 15.

During negotiations, the College and Association will present relevant data, exchange points of view, and make proposals and counterproposals.

Upon written request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations, not otherwise prohibited by law.

Either party may utilize the services of outside consultants and may call upon professional or lay persons to assist in negotiations.

Negotiations shall be conducted in closed and executive session.

The agreement shall be reduced to writing, submitted to the College and Association for ratification, and following ratification, shall be signed by the parties.

Should an impasse develop, the parties shall use the statutes relative to the Court of Industrial Relations. By mutual agreement, when impasse is evident, the parties may employ the services of a trained mediator.

Clause #74 D2(13)

NEGOTIATION FOR A SUCCESSOR AGREEMENT: Reopening. Should either party desire to negotiate a successor agreement it shall give the other party not less than ninety days written notice, prior to February 1 of the calendar year in which this Agreement expires. The Board and the Federation shall thereupon commence negotiations over a successor agreement unless both parties agree to commence such negotiations at a later time.

The Agreement resulting from such negotiations shall apply to all Faculty members in the bargaining unit and shall be reduced to writing and signed by the Board and by the Federation.

Requests for Information for the Preparation and Conduct of Negotiations. Upon request by the Federation to the Board, the Board and/or its agents and designees shall furnish the Federation with relevant information necessary for preparing and conducting negotiations.

Option to Extend Existing Agreement. By mutual consent of the parties to this Agreement, such Agreement may be extended for any agreed upon period beyond the expiration date set forth in this Agreement.

Option to Amend Existing Agreement. Subsequent to the signing of this Agreement, no matter shall be negotiated during the duration of this Agreement, except by mutual consent of the parties to this Agreement.

Mutually Consented Modification of Existing Agreement. If a mutually acceptable amendment to this Agreement is negotiated by the parties to this Agreement, during the duration of such Agreement, such Amendment shall be incorporated verbatim into this Agreement.

Clause #75 DS(1)

PROCEDURES FOR FUTURE NEGOTIATIONS: Commencement of negotiations. Negotiations between the Board and Union representatives for a subsequent Agreement will commence no later than February 1, 19-- upon request of either party. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party.

Released time for Union Negotiators. The Board, recognizing the Union's vital contribution to the welfare and successful functioning of the Colleges, agrees to release the members of the Union Negotiating Committee, not to exceed six from fifty percent of their regular teaching load or other asssigned duties, without loss of pay during the semester in which negotiations for a new Agreement are actively proceeding. In no case shall such faculty member's teaching load be reduced below six class contact hours (eight class contact hours for physical education). The programs of the six Union negotiators shall be arranged so that their programs shall fall on the same two or at the most three days a week. Special consultants to the Union Negotiating Committee not to exceed three, shall be released from all teaching or other assigned duties without loss of pay on the day they attend negotiating meetings with the Board representatives.

Clause #76 D2(3)

NEGOTIATION AND SUBMISSION OF PROPOSALS: The parties shall meet no later than seven months prior to the expiration date of the contract to commence negotiations. At the initial meeting the parties agree to exchange lists of new items and of those existing articles they intend to modify, amend, delete or otherwise change. The scope of bargaining during that round of negotiations shall be limited to the provisions included on the exchange lists. However, the parties can mutually agree to expand the list at any time.

The Union and the Board agree to commence negotiation within a mutually agreeable time after the lists have been exchanged, but no later than fifteen calendar days after the exchange.

Clause #77 E4(2)

SHARING OF INFORMATION: The University and the Union shall make available to each other all information which is reasonably required or legally necessary for the negotiation and implementation, application and administration of this Agreement. This includes items of public record which are requested; University requests made to the Legislature for funds required for implementation of this Agreement; and a quarterly report on expenditures of funds identified to the Legislature or Governor as an Agreement cost item, and a quarterly up-to-date bargaining unit membership listing which shall be provided April 15, July 15, October 15, and January 15; and initial and all subsequent community college enrollment statistics.

Neither the University nor the Union shall be required to provide the other with information which is privileged, is confidential, or which would require revealing of personnel information of a private nature, or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining.

Nothing in this section shall be construed so as to require the parties to compile information or statistics in the form requested if such data is not compiled in the form requested.

Clause #78 E2(1)

P. REOPENING OF NEGOTIATIONS/NOTICE TO AMEND

REOPENING: In the event the so-called "national" or "all cities" Consumer Price Index (new series, 1967=100), compiled and issued by the Bureau of Labor Statistics of the U.S. Department of Labor, shows cost of living based on the cost of all items, excluding "medical care" to have increased more than 8.0% during the twelve months prior to and including May of the indicated year, the Association may, within twenty calendar days of the release of the May CPI figures, request in writing that the parties reopen negotiations concerning the indicated salary schedule only:

Year	Reopened Salary Schedule
(May) 19--	19-- to -- Salary Schedule
(May) 19--	19-- to -- Salary Schedule

In the event the Governor recommends an increase of 4% or less over the Governor's previous year's recommendation for faculty salaries of teachers employed within higher education for the indicated year, the Board may, within twenty calendar days of the release of the May CPI figures, request in writing that the parties reopen negotiations concerning the indicated salary schedule only:

Year	Reopened Salary Schedule
(May) 19--	19-- to -- Salary Schedule
(May) 19--	19-- to -- Salary Schedule

If a 19-- to -- salary schedule is implemented persuant to the provisions of this subsection it shall remain in full force and effect until (but not including) the first day of the 19-- Fall semester. If a 19-- to -- salary schedule is implemented pursuant to the provisions of this subsection, it shall remain in full force and effect until (but not including) the first day of the 19-- Fall semester.

In the event either party exercises its right to reopen negotiations in accordance with this Section, the salary schedule otherwise provided for in the relevant and specific subsection shall not go into effect. All other provisions of this Agreement shall remain in full force and effect during the period of negotiations pursuant to this Section, except those which have otherwise been reopened pursuant to other provisions of this Agreement or which are no longer in effect (or have expired) by their own terms.

Clause #79 D2(1)

NEGOTIATIONS PROCEDURES: The terms and conditions of employment provided in this agreement shall remain in effect through August 31, 19--, except that for the third year of the agreement Compensation shall be subject to renegotiation. The parties agree during this period to arrange meetings upon the request of either party to discuss any question concerned with the interpretation of the terms and conditions of this agreement.

Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its own representatives. While no final agreement shall be executed without ratification by the Association, the Board of Supervisors, and the Board of Trustees, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

Negotiations will commence no later than January 31, 19-- for a successor agreement.

Clause #80 B2(4)

ADDITIONS OR MODIFICATIONS TO AGREEMENT: During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party. It is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modifications or supplement to this Agreement during the term thereof, except as set forth in Duration-Renegotiations (Article). To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request that a meeting be held to discuss implementation or problems, which meeting shall be held as quickly as is convenient following such request.

Clause #81 D2-4(1)

TERMINATION OR MODIFICATION OF AGREEMENT: The agreement shall be in full force and effect through June 30, 19--.

A change in this agreement during the time it is in force can be made by agreement of both parties.

If either party desires to terminate the agreement, it shall give written notice to the other party at least 60 days prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall, at least 60 days prior to the termination date, give written notice to the other party.

Reopening of Negotiations/Notice to Amend (Cont'd.)

The contract areas of modification or areas of additional provisions shall be set forth in the notice. If either party desires to add items to the list of modification areas or additional provisons, it ordinarily may add these by giving notice of the same up to the time of the initial negotiating session, which shall be held at least 60 days prior to the termination date of the agreement unless the agreement is continued as provided below.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter, subject to notice of termination, modification, or additional provisions as provided above.

Clause #82 B4(3)

SUCCESSOR CLAUSE: The terms and conditions of this Agreement, shall be binding on any successor, assignee, transferee, etc. of (the College) or any part thereof, and the College shall give advance notice of the existence of this Agreement to any said successor, assignee, transferee, etc. of (the College) or any part thereof.

Clause #83 BS(3)

Q. DATE AND DURATION, RATIFICATION, DISTRIBUTION OF AGREEMENT

DURATION OF AGREEMENT: This Agreement shall become effective with approval of the Board of Regents on September 8, 19—, and shall remain in full force and effect until September 8, 19—. Automatic renewal shall extend the terms of this Agreement for one year at a time (in accordance with the Higher Education Personnel Board's Collective Bargaining Rules) unless either party serves the other with written notice at least one-hundred twenty calendar days prior to the anniversary date of its intent to negotiate a new Agreement. Should such notice be served, bargaining shall commence within thirty days following the date of the notice for the purpose of negotiating a new Agreement.

Clause #84 ES(2)

DURATION: This Agreement shall be effective as of July 1, 19-- and shall continue in effect until June 30, 19-- except as otherwise provided in the contract.
Signature Clause. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and their signatures placed thereon, all on the

30 day of June, 19 .

(The Union) Board of Regents

Clause #85 D4(3)

DURATION OF AGREEMENT: This Agreement shall be in full force and effect from July 1, 19-- to June 30, --. The (Union) or the Board may give notice to the other party by December 15 prior to said termination date of its desire to negotiate a successor agreement. The other party agrees to meet for the purpose of such negotiations within ten days thereafter.

The parties may, by mutual agreement, extend the life of this Agreement beyond its expiration date for a period not to exceed one year.

Clause #86 A4(2)

AGREEMENT DISTRIBUTION: Copies of this Agreement shall be printed by the College and distributed without charge to all members of the bargaining unit. Additional copies shall be provided to the Union at cost.

Clause #87 D4(2)

PRINTING OF AGREEMENT: The County agrees at its own cost and expense to print one thousand copies of this agreement to be given to the Adjunct Faculty Association for distribution among unit members. It shall be the responsibility of the Adjunct Faculty Association to insure that each member of the bargaining unit is provided with a copy of this agreement.

Clause #88 BS(5)

R. TERMS AND DEFINITIONS

DEFINITIONS: As used in this Agreement and except as its context may otherwise require:

"Administration" means the Board of Trustees and duly constituted administrative officers and agents of —— University, a private institution of higher education chartered by the State of ——.

"Faculty member" means an individual bargaining unit faculty member as the bargaining unit is defined by the NLRB Certification.

(The Union) means the —— University Chapter, (the Union).

"Full-time faculty member" means a member of the bargaining unit who holds faculty rank as defined in the Personnel Plan and who has been issued a contract as a full-time faculty member.

"Regular part-time faculty" means one who is employed in the current semester and who has been employed at least one semester in each of the last two academic years exclusive of summer sessions.

"Dean of Academic Affairs" means the chief academic officer whatever the title may be.

Clause #89 B4(2)

DEFINITIONS: Board - The term "Board" as used in this Agreement refers to the Board of Trustees of the —— State Colleges.

Chancellor - The "Chancellor" is the chief executive officer of the corporation. He is the agent of the Board of Trustees in implementing its decisions and policies and exercising general supervision of the academic and business affairs of the corporation. He is an ex-officio, non-voting member of the Board and shall make such recommendations to the Board as he deems advisable.

College - The term "a College" as used in this Agreement refers in the singular to one of the member colleges of the —— State Colleges and "the Colleges" in the plural to all the member colleges.

—— State colleges - The term "—— State Colleges" refers collectively to the Board, the Chancellor, and the Colleges.

Dean - The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding equivalent position as may be designated from time to time by the Board.

Faculty Member - The term "faculty member" as used in this Agreement means any member of the bargaining unit; "faculty" means all members of the bargaining unit.

Federation - The term "Federation" as used in this Agreement refers to the (Union) local.

Federation Representative - The term "Federation Representative" as used in this Agreement means any member thereof who has been officially so designated in writing to the President of a College by the Federation.

Wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

President - The term "President" as used in this Agreement means the chief executive officer of a College or a person acting in that capacity, duly appointed and authorized by the Board.

Promotion - The term "Promotion" as used in this Agreement means advancement to a higher faculty rank.

Rank - The term "rank" as used in this Agreement means any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor and Professor.

Complaint - The term "complaint" as used in this Agreement means a faculty member's, or group of faculty members', informal expression to the designated administrative official of dissatisfaction with aspects of employment or working conditions under this Agreement.

Grievance - The term "grievance" as used in this Agreement means a faculty member's, a group of faculty members', or the Federation's expressed dissatisfaction, presented in writing, with aspects of employment or working conditions under this Agreement or the discriminatory application of a rule or regulation, which has not been resolved to a satisfactory result through informal discussion with the designated administrative official.

Clause #90 A2-4(1)

DEFINITION: As used in this Agreement and except as its context may otherwise require:

"Member" means a public employee who is included in the bargaining unit.

"University" means the University of ——, its administration, the —— Department of Higher Education, or the —— State Board of Higher Education, as the context may require.

Terms and Definitions (Cont'd.)

"Board" means the —— State Board of Higher Education.

"Department" means an academic department or other employing unit which employs GTFs (graduate teaching fellows).

"Agreement" means all the definitions, provisions, and terms set forth in this contract consisting of 33 articles; but excluding titles of articles, headings and appendices, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this Agreement.

"Parties" means the (Union) and the University.

"Day" or "working day" means a day when classes or examinations are scheduled in accordance with the official academic quarter calendar of the University.

Clause #91 ES(1)

DEFINITIONS: The term "Colleges" refers collectively to all educational facilities or academic locations of the Board, and the administrative offices thereof.

The term "College" refers to any single educational facility or academic location of the Colleges Academic locations or educational facilities which are geographically separate from but are under the administrative control of a College shall be considered a part of that College.

The term "Union Representative" as used in this Agreement means any elected or appointed representative of the Union.

The term "Union Chapter Chairperson" refers to the elected head of a Union Chapter or his designee from that chapter.

The term "Union Chapter" refers to the organization of Union members at a College.

An "Academic Year" shall consist of the Fall and immediately following Spring semester.

The term "Eligible Faculty Member" shall mean a faculty member with one or more academic years of service in the Colleges.

Whenever the singular is used in this Agreement, it shall include the plural.

Whenever the masculine is used in this Agreement, it shall include the feminine.

Clause #92 D2(3)

II. GOVERNANCE STRUCTURE AND PERSONNEL POLICIES

A. FACULTY SENATE

FACULTY SENATE: The (Union), as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits, and terms and conditions of employment. Without waiving this right, (the Union) and the Board recognize the desirability of a democratic governance system for faculty in areas of academic concern. Such a governance system shall be implemented through a democratically elected and representative Faculty Senate. The University President and/or his/her representatives may request and shall be granted invitations to meetings of the Senate and Senate Committees to present and discuss administrative proposals in the areas under Senate purview. Matters of academic concern may be initiated by the Senate or by the President or his/her representative. The matters which shall be reviewed and recommended by the Senate, in accordance with regulations of the Board, shall include:

Specific curricular changes submitted by the faculties of the various departments and schools through the appropriate University committee.

General requirements for various degrees, including honorary degrees, and nomination of candidates for graduation.

General requirements for admission and retention of students and guidelines for student recruitment.

Development, curtailment, discontinuance or reorganization of academic programs.

Issues that pertain to the academic affairs of the University and matters of critical concern about the welfare and administration of the University.

Establishment of committees and other bodies deemed necessary to carry out the responsibilities under this provision.

In accordance with Board policy, faculty representatives shall have the right to address the Board at their meetings in support of Faculty Senate positions.

Clause #93 E4(2)

FACULTY SENATE: The University and the (Union) agree that the right of the (College) Faculty Senate to freedom of debate and communication shall not impinge on the rights of the duly elected exclusive bargaining agent for the faculty, nor upon the rights of the University as employer.

Neither the (Union) nor the University shall be bound by any discussion, communication, nor recommendation from the Faculty Senate.

Any Faculty Senate recommendation received unilaterally either by the University or the (Union) shall be copied and sent in a timely fashion to the other party.

Neither the (Union) nor the University shall implement unilaterally a Faculty Senate recommendation on any matter within the permissible scope of collective bargaining under (State) statute or under the terms of the Bargaining Agreement between the University, and the (Union).

In case of a dispute between the Chapter and the University as to the bargainability of any Faculty Senate recommendation, either the chapter or the university may appeal to the Employment Relations Commission for a ruling; and the Chapter may file a grievance under the existing contract grievance procedures on the issue of bargainability. The Chapter may file a grievance under the existing contract grievance procedures on the University's compliance with the terms of this agreement.

Clause #94 D4(5)

B. STANDING COMMITTEES

STANDING COMMITTEES: This Agreement provides for three Standing Committees of the faculty and professional staff that have as their purpose the development and implementation of the internal processes necessary to carry out the educational purposes of the (College).

All Standing Committees of this Agreement are to be elected by the faculty-staff in the Spring of the Academic year of the expiration of the terms of the incumbent members. Terms of office of faculty members are to be so staggered that at least one faculty member is elected to each committee each year.

Each committee shall develop its own internal structure, including the election of its own chairperson and other officers.

Each committee may accept responsibilities in addition to, but not in conflict with, those specified by this Agreement.

The Dean of the College is a full voting member of the Program Development Committee, the Appointment and Promotion Committee, and an ex-officio member, without vote, of the Institutional Advancement Committee. The Dean shall have the right of expressing written dissent to the actions of a given committee and the privilege of interpreting that dissent to the Faculty-Staff Meeting and to the Board.

Vacancies on the committees shall be filled by vote of the faculty-staff.

Ad hoc committees may be formed as needed provided that their work is not in conflict with the terms of this Agreement.

The existence and function of the Standing Committees does not preclude the existence and function of corresponding joint student-faculty committees of the Senate.

Clause #95 DS(3)

COMMITTEES: University-wide Committees: Unless otherwise stipulated in this Agreement, any University-wide committee on which persons serve officially as representatives of faculty and/or academic staff shall have such representatives appointed jointly by the University Council Policy Committee and the President (or his/her designee) from a slate of nominees. This slate shall contain two names for each person so appointed and will be generated either by Council election or by Policy Committee nomination. At the option of the University Council additional names may be submitted.

Budget Advisory Committees: Upon a majority vote of the tenured faculty of the departments/divisions in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in the divisions in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and the Colleges/Schools of Health and Physical Education, Law, Nursing and Social Work a committee will be formed, and upon a majority vote of the tenured librarians a committee which will include the University Libraries' department heads will be formed, with which the chairperson/dean/director will consult concerning the general budgetary priorities of the unit.

The faculty units may choose to designate existing committees to perform this function.

Equal Opportunity Committee: The University shall establish an Equal Opportunity Committee, which shall meet regularly, to advise the Provost and the University Officer responsible for Equal Opportunity on the development, furtherance and implementation of affirmative action and equal opportunity goals as they affect the faculty and academic staff and to provide hearings so that the faculty and academic staff may express their views on these issues. The committee shall issue an annual written report which shall be read into the minutes of the University Council.
There shall be six faculty representatives and one academic staff representative on the committee who shall be elected by the method described in Article ——, (University-wide Committees). In addition there will be one (Union) appointed representative and one administration-appointed representative. The University Officer (or his/her designee) will serve on the committee ex-officio. The chairperson will be chosen from among the faculty and academic staff representatives on the committee.

Clause #96 D4(4)

COMMITTEES: Conference Committee: The Conference Committee shall meet at least quarterly. It shall consist of the three elected representatives of the nurses plus one clinical unit representative appointed by the nurse bargaining unit and an Association staff member, and five representatives of the Employer to include the Director of Nursing Services and/or designee for inpatient nurses, the Nursing Director for outpatient nurses and one member of the Employer's contract negotiating team. The purpose of the Conference Committee is to act in an advisory capacity to foster problem solving through communications between the Employer and nurses in the bargaining unit and deal with matters of nursing practice and general concern to the parties. Major organizational or policy changes in the nursing department that have a direct bearing on nursing practice or working conditions shall be an appropriate subject for discussion by the Conference Committee.

Standing Committees (Cont'd.)

A general group "grievance" as defined in this Agreement coming before the Conference Committee which is not resolved by the parties may be submitted in accord with Article —— at Step —— of Section —— of the Grievance Procedure.

A Nursing Practice Subcommittee shall be formed for the purpose of discussing nursing practices within the hospital related to patient care and professional nursing issues. The Subcommittee shall develop its objectives in cooperation with the Conference Committee. The Subcommittee shall be composed of eight registered nurses selected by the local unit. This Subcommittee shall be strictly advisory and shall not discuss matters subject to collective bargaining or the terms of this Agreement. The Subcommittee's activities are advisory and are not subject to the Grievance Procedure. Any recommendations shall be channeled or made to administration through the Conference Committee. One hour of release time per month shall be allowed nurses who are members of this Subcommittee.

Clause #97 ES(2)

BUDGET DEVELOPMENT: The Employer agrees that faculty members shall be allowed to participate in the development of the College budget through the appropriate administrative channels.

The final draft of the budget will be provided the Federation five working days prior to its submission to the District Budget Committee.

Monthly reports of expenditures and income will be prepared for Board approval and will be made available to all faculty members or other interested persons following the Board meeting.

Clause #98 E2(4)

INSTITUTIONAL PARTICIPATION: The following shall govern institutional participation of the College:
The President shall appoint to each of the following committees seven or more members, the majority of whom are to be designated by the Federation and the remainder by the President. Additional members may be appointed by the President after consultation with and mutual agreement with the Advisory Council, acting upon a recommendation of each committee. Each committee shall elect its chairman by majority vote and each member shall have equal voting rights.

The parties agree that they will not interfere in the process of designating original or added membership to committees.

Standing Committees (Cont'd.)

There shall be the following standing committees:
Committee on Academic Affairs
Committee on Academic Performance
Committee on Admissions and Financial Aid
Committee on Athletics
Committee on College Calendar
Committee on Community Services
Committee on Cultural Affairs
Committee on Developmental Education
Committee on Institutional Research and Academic Advising
Committee on Instructional Resources
Committee on Student Activities
Committee on Collegewide Criteria for Evaluation of Instruction
Committee on Curricular Revision

The President may establish ad hoc committees as he deems appropriate, or may do so acting upon a recommendation by a committee chairman, or an organization of the college community. Membership on ad hoc committees shall be designated in the same manner as membership on standing committees.

There shall be an Advisory Council to the President composed of no more than five persons designated by the Federation and no more than four persons designated by the President. The Advisory Council shall assist the standing and ad hoc committees and the President should any problems regarding Committee's activities arise. It shall receive for consideration all reports and recommendations of all standing and ad hoc committees. The Council may submit recommendations on the matter but may not amend or modify the committee report. The Council shall within thirty calendar days take one of the following actions:

a. Refer the report to the President with its own recommendations. Copies shall be forwarded to the originating committee.
b. Return the report with its own recommendations to the originating committee for further consideration.

Upon receiving the report a second time, the Council shall, within fifteen calendar days, refer the report and its own recommendations to the President.

Upon receiving an initial report from the Advisory Council, the President shall, normally within thirty calendar days, take one of the following actions and so inform the Advisory Council:
a. Implement the recommendation.
b. Forward same to the Board with his recommendations for approval.
c. Return same to the Advisory Council with his written comments for the Council's further consideration.

The Advisory Council shall reconsider the report and recommendations and, within thirty calendar days, may resubmit same to the President, may modify the report, or may refer the matters to the original committee for further review and action. Copies shall be forwarded to the originating committee.

Upon receipt of such recommendations from the Advisory Council, and within thirty calendar days, the President shall take one of the following actions and so inform the Advisory Council:

a. Implement the recommendations.

b. Forward the recommendations with his written comments to the appropriate committee of the Board, and the Advisory Council. If the comments of the President are negative, the Advisory Council shall have the right to forward written comments to the Board or appoint no more than two advocates to appear before the appropriate Board committee.

All standing and ad hoc committees will adhere to the following procedure: Copies of all Advisory Council, standing and ad hoc committee minutes and reports of committee meetings shall be posted on a bulletin board presently located in —— Hall. In addition, standing committee and ad hoc committee minutes and reports of said committees will be forwarded to the President, the Federation and the Advisory Council at the same time that such material is distributed to members of the standing or ad hoc committee.

Contemplated changes in policy matters affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon, that fall within the areas of responsibility of a standing committee, shall be referred first to such committee for consideration under the procedures of this Article. The committees shall respond promptly or as required. Except in cases of urgency, adoption of a policy change will be withheld pending the completion of the procedures of this article.

Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Failure of any committee member to provide active service and attendance may lead to a request for removal from such committee. Faculty members should normally limit their service on a specific committee to two consecutive academic years.

Clause #99 B2(2)

COMMITTEES: Committee on Rank: A standing Committee on Rank shall include seven full-time faculty members. During the second semester of each year the President shall make the number of appointments necessary to fill the vacancies on the committee. Such appointments shall be for a two-year term to begin the following academic year and made from a list of names submitted through the current procedures of the Academic Forum by the members of the bargaining unit. The list of names will include only members of the bargaining unit and shall contain double the number of appointments to be made.

The functions of this committee shall be: (1) to review and make recommendations to the President concerning policies on rank, and (2) to consider and make recommendations to the President for promotion in rank to full-time faculty members and when appropriate for part-time faculty members.

On initial appointment, the Academic Dean, after consultation with the Chairman of the Committee on Rank or his or her designee, shall recommend to the President the assignment of a rank to the new faculty member. In the assignment of this rank the President shall adhere to the criteria currently in effect. A written rationale for this assignment shall be forwarded immediately to the Committee on Rank.

Each Program Director shall make recommendations annually to the Committee on Rank regarding promotion of faculty members in his or her program. A faculty member may also, on his own initiative, recommend to the committee his own promotion. The committee likewise is free to initiate action on the promotion of a faculty member. The rank of each faculty member shall be reviewed annually by the Committee on Rank. In considering a candidate for advancement in rank, the committee will require a written statement from the appropriate Program Director. The committee will interview the candidate, colleagues in the candidate's discipline, colleagues who have participated in activities related to the individual's work, the Program Director and the Academic Dean. The committee will receive the total evaluation of the candidate from the Committee on Evaluation. Recommendations to the President shall be accompanied by a written justification of the recommendation given by the committee. This justification shall be in the form of evidence specific to each criterion.

Qualities which must be assessed in making recommendations for advancement in rank include the faculty member's previous teaching experience, years of service in rank, concern for students, and initiative and sense of responsibility in the administration and achievement of the objectives of the appropriate discipline and program, and of the College. Since a college is committed to the communication and advancement of knowledge its faculty members will seek to grow in intellectual competence and to assist others in such growth. The growth should be evident in many ways, but especially in the increasing effectiveness of teaching through a mastery of classroom presentation, as well as other less formal pedagogical techniques, and in a positive influence on students and colleagues. Length of service does not necessarily mean that promotion in rank will occur. Advancement to the next higher rank will not be granted unless the faculty member has fulfilled the requirements of that rank. Normally, a faculty member must remain three years in a given rank before being eligible for promotion to the next rank.

Changes concerning policies on rank currently in effect will occur only after consideration by the Committee on Rank and approval of the President.

Recommendations of the Committee on Rank for assignment and promotion in rank shall be forwarded to the President who will inform in writing the faculty member, Program Director and the Committee on Rank of his decisions. If the President should reject or alter the recommendation of the Committee on Rank, he will explain in writing, to the committee, defensible reasons for his decision and meet with the committee, at its request, to discuss his decision.

Clause #100 D4(2)

WORKLOAD COMMITTEE: There shall be established a joint committee composed of three representatives of the University and three representatives of the Faculty Association to review and make recommendations on the workload and productivity provisions of the Collective Bargaining Agreement as contained in this Agreement. These recommendations will be part of the deliberations provided for the reopener provisions of this Agreement.

Clause #101 F4(1)

C. LABOR MANAGEMENT COMMITTEES

LABOR MANAGEMENT COMMITTEE: The parties agree that, in order to provide a method for the promotion of mutual goals and for addressing future considerations which may affect the continuing climate of harmony and mutual responsibility, there shall be a Labor Management Committee consisting of not more than five designees of the employer and five designees of the Union.

Said committee shall meet no less than quarterly and shall discuss the application, clarification, or other aspects of the terms and conditions of this Agreement as well as improvement of the parties' relationships. The committee may propose additional matters, mutually agreed upon in committee, which were not within the contemplation of the parties to this Agreement but which deserve immediate attention or redress, subject to the provisions of this Agreement.

If, at any time during the term of this Agreement, any insurance coverage, plan, or service incorporated by reference or described herein becomes unavailable or is altered by any third party not within the contemplation of this Agreement, that matter shall be the subject of immediate discussion hereunder, subject to the provisions of this Agreement.

The committee shall study ways and means of improving retirement and other fringe benefits of members of the bargaining unit.

Clause #102 A2(1)

LABOR-MANAGEMENT MEETINGS: The purpose of this Article shall be to provide a forum for discussion and consideration of matters of mutual concern.

Representatives of the Office of Employee Relations shall meet with (the Union) representatives at mutually agreed upon times to discuss matters of mutual concern. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

The Chancellor, or his designee, shall meet with (the Union) representatives twice each semester for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation and administration of this Agreement which are University-wide in nature. A written agenda shall be submitted by the Union to the Chancellor no less than five days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chancellor, or his designee, and (the Union) representatives from meeting on a less frequent basis upon mutual agreement.

A College President, or his designee, shall meet with local (Union) representatives once each month to discuss matters of mutual concern, including those matters necessary to the implementation and administration of this Agreement which are local in nature. A written agenda shall be submitted by the Union to the College President no less than five days before the scheduled date of the meeting. At the discretion of the College President, additional matters for discussion may be placed upon the agenda. Nothing contained herein shall prevent the College President, or his designee, and local (Union) representatives from meeting on a less frequent basis upon mutual agreement.

In addition to the meetings specified, (the Union) and the Chancellor, or his designee, or (the Union) and the College President, or his designee, may meet at mutually agreed upon times other than those set forth above if matters of immediate mutual concern arise. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

Clause #103 B2-4(2)

LABOR-MANAGEMENT COMMITTEE AND SUBCOMMITTEES: A joint Labor-Management Committee to discuss employee-employer relations shall be created.

1. The joint Labor-Management Committee will consist of six members: three appointed by (the Union) and three appointed by the University.

The Commissioner, Federal Mediation and Conciliation Service, shall serve as the Chairperson of the Labor-Management Committee. This shall be an ex-officio chairperson. The vice-chairperson of the committee shall be rotated semiannually between (the Union) and the University. The University shall serve from July 1 to December 31 and (the Union) shall serve from January 1 to June 30.

The vice-chairperson shall establish the meeting agenda in sufficient time to allow it to be posted at each campus at least five working days prior to the meeting. A joint summary of discussion, positions, reports, and informational items agreed upon by the Labor Management committee shall be posted on each campus within seven working days of the meeting.

The committee meetings shall be at least monthly and may be scheduled on Friday whenever possible except the 1st Friday of the month. Additional meetings may be requested by either (the Union) or the University.

Procedures shall be established by the Labor-Management Committee for itself and its subcommittees.

Necessary administrative services, including secretarial support, shall be provided the committee and subcommittees by the University.

2. The Labor-Management Committee may establish subcommittees whose

membership shall be selected from the bargaining unit and the University by the Union and the University administration respectively.

The following standing subcommittees are established: a. Salary Placement b. Academic Calendar c. Day Care Facilities d. Budget Review - whose responsibilities are (1) University will review budgetary and expenditure data it proposes to submit to the Legislature with the subcommittee prior to submission of the data (2) this review process pertains only to submissions directly related with the budget and expenditure costs identified in the quarterly expenditure report and/or a supplemental request for funds directly related to the cost of the total agreement.

Additional subcommittees may be formed by the Labor-Management Committee.

The Labor-Management committee will determine the size of each subcommittee.

3. The Labor-Management Committee shall meet to discuss employee-employer relations, concerns and problems. It is not the purpose of this committee to negotiate items in the agreement. This committee shall not be used as a bypass of the grievance procedure.

a. The parties agree that Labor-Management Committee and subcommittee members strive to resolve employee-employer relations, concerns and problems through identification and discussion of such issues.

b. Prior to the adoption or modification of any policy that affects matters within this Agreement, the parties agree to discuss that matter through the Labor-Management Committee.

c. When the Labor-Management Committee agrees to study a concern, the Committee shall prepare recommendations which shall be forwarded to the President of the Union and President of the University. The recommendations need not be a majority opinion and could reflect an even split of the committee.

4. All recommendations of the Labor-Management Committee shall be responded to by the Union and University President within seven working days of the date of the recommendations.

5. Expenses for committee and subcommittee members to attend meetings shall be borne by the University.

6. Placement of an item on the Labor-Management Committee agenda, or discussion of any item, shall not be considered as a waiver of the Zipper clause of this Agreement, nor constitute discussion of an amendment to this Agreement.

7. No more than one member of the University and Union bargaining team involved in negotiations for this Agreement shall serve on the Labor-Management Committee prior to July 1, 19--.

Clause #104 E2(1)

LABOR-MANAGEMENT COOPERATION: The Employer agrees to furnish the Union, upon request but not more than once a year, a listing of employees included in the recognized unit. Such listings shall include the name, academic rank and department of each employee.

The Union may request use of appropriate meeting space for the conduct of Union business outside duty hours of employees involved. Requests will be submitted in writing at least three days in advance each time space is desired. Space will normally be granted if the request is reasonable, in terms of purpose and need, and if space is available and its use will have no disruptive or distracting effect on official business. Granting of space will at all times be subject to normal safety and security regulations and provisions.

A Labor-Management Committee will meet periodically to consult with regard to personnel policies, practices and matters affecting working conditions of the employees in the unit. The union may also provide for consideration at such meetings matters of an academic interest to be seriously considered by the Employer, however, it is understood that the Employer is under no obligation to bargain on such matters when they are outside the realm of personnel policies, practices, and matters affecting working conditions. The Committee will normally meet not less than once every two months, but may meet as frequently as mutually agreed to. An equal number of Union and Employer representatives will attend these meetings. Normally, two persons will represent each party. This number may be altered as mutually agreed to. The Parties shall furnish each other with a list of agenda items that each proposes to raise, not less than five working days prior to the day of the meeting, it being understood that other appropriate matters of concern that arise after the submission of agendas may also be raised at the meeting. However, it is agreed that individual grievances will not be taken up during Committee meetings. A meeting will not be held unless either party submits a list of appropriate agenda items. Summary minutes of the meetings shall be maintained by the Employer. These meetings will be scheduled so as not to conflict with other assigned duties of the Parties involved.

The Employer will inform each new unit employee of the Union's exclusive recognition and provide him with a copy of the Agreement. The Employer will provide each new unit employee with a copy of the (Union) Health Benefit Brochure. The Employer will provide each unit employee, upon request, with a copy of the (Union) Health Benefit Brochure during open season.

Clause #105 AS(1)

JOINT STUDY COMMITTEE: A joint study committee will be established after the execution of this Agreement.

The committee will consist of not more than eight members, with up to four to be appointed by the Assembly, and up to four by the University. The parties may appoint alternate members.

The function of the committee will be to identify problem areas and explore possible solutions with respect to subjects which may be appropriate for collective negotiations, without determining whether or not any subject is a mandatory subject for negotiations.

The committee is not authorized to make any commitments on behalf of the University or Assembly, nor to negotiate any changes in terms and conditions of employment.

The committee will meet at mutually convenient times, preferably at least four times a year.

Clause #106 F2-4(1)

JOINT COMMITTEES AND UNION OBSERVERS: Recommendations concerning racial balance shall be evaluated by a committee comprised of three representatives appointed by the Union and three representatives appointed by the Board. Such recommendations as may be contained in the committee's prospective report shall be submitted to the Chancellor and to the Board. This committee shall also seek to procure funds in order to develop for faculty and administrators a substantial educational program on the subject of racism and education.

The Board and the Union agree that the Chancellor shall establish a committee composed of three representatives appointed by the Union and three representatives appointed by the Chancellor, to study working conditions in the Colleges. However, if any recommendation or report does not receive a majority vote from the committee, it shall not be forwarded to the Chancellor.

A joint Union-Board Committee shall be established composed of three Department Chairpersons, the Chairperson of the Union Educational Policies Committee, and four administrators to investigate and study department structure and organization at other colleges and the problem of merged departments in the college, and make recommendations to the Union and the Board.

The Union shall have the right to appoint two but not more than four official observers to any Colleges-wide faculty-student-staff standing and ad hoc committees established by the Chancellor during the life of this Agreement.

A joint Union Chapter-Administration Committee shall be established at each

Labor-Management Committees (Cont'd.)

College to recommend to the President means of maintaining and increasing student enrollment.

Clause #107 D2(3)

OTHER TOPICS: Because of financial necessity, and pursuant upon the general principles of good management, the University will strive to produce a balanced budget. Faculty Affairs Council will be kept informed on the progress in detail.

The University will strive to balance its budget by controlling costs, increasing productivity and increasing revenues. FAC, on behalf of the Faculty, pledges all reasonable cooperation in these efforts.

Clause #108 B4(7)

D. DECISION-MAKING PROCESS

COLLEGE GOVERNANCE: The existing system of participatory collegial governance will be continued for the duration of this Agreement except that the composition and mission of the Curriculum, Degree Requirements and Calendar Committee and Rights and Responsibilities Committee will be revised as follows:

a. The membership of the present Curriculum, Degree Requirements and Academic Calendar Committee will be modified by adding representatives of the (Union) to the existing membership of this committee so that the membership of the committee, exclusive of student representation and support staff, will be chosen 1/4 by the (Union), 1/4 by the Joint Faculty Senate Council, and 1/2 by the Administration. The purpose of the Committee will be to study and to make recommendations with respect to policies concerning graduation requirements, course requirements, curriculum, grading, academic standards, and academic calendar.

b. Furthermore, the existing Rights and Responsibilities Committee will create a new subcommittee, composed of representatives of the Administration (1/2) and of representatives of the Joint Faculty Senate Council (1/4) and the (Union) (1/4). The subcommittee will be charged with responsibility for making recommendations with respect to policies concerning faculty appointments, reappointments, tenure, promotion, non-reappointments and termination.

Three new advisory governance committees will be created. These new committees will be composed of Administration, Joint Faculty Senate Council and (Union) representatives with equal Administration and faculty representation. These three new committees are:

a. Advisory Budget Committee: The Advisory Budget Committee will review campus and district budget proposals and relevant background materials at appropriate times in the budgetary process. The Advisory Budget Committee will make recommendations to the campus presidents with respect to the annual campus budgets and to the Chancellor with respect to the district budget.

b. Advisory Governance Committee: The Advisory Governance Committee will consider the structure and process of the current college governance system and will make recommendations with respect thereto. To the extent practicable, the initial report of this committee will be submitted by the end of the 19--/19-- academic year.

c. Standby Governance Committee: The Standby Governance Committee will consider and attempt to resolve all problems within the operation of the current college governance system which may be referred to it by the Administration, or the (Union). This Committee must issue its recommendations within 60 days of referral of any particular problem to the current college governance system for disposition. If at the expiration of the 60 day period the committee has not issued its recommendations, then the problem will be automatically referred back to the current college governance system for disposition.

Clause #109 D2(5)

GOVERNANCE: Although the (Union), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration and the Board of Trustees.

Collegiality in academic governance on each campus of the University of —— can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the President of the University or his/her representatives. Upon request of the Senate, the President should transmit recommendations of the Senate to the Board of Trustees for their consideration.

These articles on academic freedom and governance are statements of intent and policy and not subject to the Grievance Procedure.

Clause #110 A4(2)

FACULTY GOVERNANCE: The Federation, as elected bargaining agent, retains the exclusive right to negotiate and reach agreement on all matters pertaining to wages, benefits, and terms and conditions of employment. Without waiving this right, the Federation recognizes the desirability of some form of democratic faculty governance in areas of academic concern. Such faculty governance shall be implemented through a faculty assembly on each campus, consisting of all full-time faculty and ranked librarians only. Presidents and their representatives may request and shall be granted invitations to meetings of the assembly and its committees to present and discuss administrative proposals in the areas listed below.

The existence of the Faculty Assembly as an instrument of faculty governance shall not preclude the President from holding a reasonable number of faculty meetings, with reasonable notice in cases other than emergencies.

Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Faculty Assembly or by the President through the Faculty Assembly which shall consider the matter and respond within a reasonable time. Such matters shall include:

Decision-Making Process (Cont'd.)

a. The selection of Department Chairpersons, Program Coordinators, or other instructional/academic unit coordinators, to be elected periodically by secret ballot by members of that unit.

In the event that the President believes that the selection is not in the best interest of the College he may request that the department consider his objections by holding another election.

b. Curricular policy and curricular structure. Any proposal to abolish course offerings must be considered under the terms of this paragraph.

c. Library policies and acquisitions policy.

d. Requirements for degrees and granting of degrees.

e. Policies for recruitment, admission and retention of students.

f. The development, curtailment or reorganization of academic programs.

The responsibilities of faculty shall include the initial assignment of their courses and arrangement of their schedules. Such scheduling shall be coordinated by the department chairperson, where present, or by the appropriate academic unit coordinator. Every reasonable effort shall be made, within the department or other appropriate academic unit, to accomodate the desires of the members and to develop a viable schedule, subject to administrative approval. The unit coordinator shall submit in writing to the designated administrator and to the faculty concerned, the unit's schedule; the faculty member's preferences, given in priority order, shall also be supplied to said administrator. Should a dispute arise within a department or other appropriate academic unit, it shall be resolved by the appropriate administrative officer. In the event that the College must either resolve a dispute or revise a departmentally arranged schedule, the appropriate administrator shall make every reasonable effort to act in accordance with the preferences in order of priority.

Clause #111 A2-4(1)

GOVERNANCES: The application of the Governances shall not affect subject matters covered under this Agreement. In other matters (i.e., matters which do not fall within the definition of "Terms and Conditions of Employment"), the Governances of each Faculty as they currently exist or, in the case of the Arts and Sciences Faculty, as established in the future, shall remain in full force and effect pursuant to the terms of each such Governance, respectively.

Clause #112 BS(3)

FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE: By virtue of their command of their disciplines, University faculty have as a unique resource the abilities to assist in the governance of the departments in which they will exercise their respective disciplines. Faculty, therefore, should participate in the governance of their departments in order to create and maintain harmonious relationships among colleagues, and to fashion and maintain the departments in such a way as to make them maximally appropriate for instruction, research, service, and other professional activities of the disciplines. Fundamentally, what is desirable and what is intended by the sections which follow is to insure meaningful participation by departmental faculties, with the ultimate power of decision-making by (the University) but with an assurance of procedural regularity and fair play.

Areas of Faculty Participation in Departmental Governance. Except as otherwise provided in this Agreement, each departmental faculty shall determine, at regular or special department meetings, which areas of governance are to be participated in by the faculty in that department. The right of departmental faculty to convene for such governance meetings shall in no way infringe on the department chairperson's right to convene department meetings. By majority vote of the faculty, each department shall select those areas of departmental governance to be included in the Departmental Policy Statement. Those areas may include:

a. Determination of departmental policies and procedures concerning departmental committee structure, the selection of departmental committees, the terms of office of all department officers (excluding the department chairperson), and departmental criteria for tenure and promotion in accordance with University policy and the provisions of this Agreement.

b. Determination of departmental policies and procedures for the making of recommendations to the University concerning tenure and promotion, appointments and reappointments to the faculty, sabbatical leaves, merit increases, departmental degree requirements and curricular offerings, departmental program development and discontinuance, guidelines for departmental budget allocations, teaching assignments and class schedules, definitions of a full workload and a system of equivalencies for contact hours, and non-teaching activities, appointment and removal of department chairpersons, and alternate academic year appointments.

The Development of the Departmental Policy Statement. Each department may appoint a committee to develop a written Departmental Policy Statement including those items agreed upon by the department faculty.

Following ratification by the majority of the department faculty three copies of the Statement or amendments thereto shall be sent by the department faculty to the Chapter, one copy to the department chairperson, and one copy to the dean. The Chapter, the chairperson, and the dean shall review and determine said statement's conformance and consistency with this Agreement and with University policies. Written reactions from the Chapter, the chairperson and the dean shall be forwarded to the Vice President for Academic Affairs within twenty working days after receipt from the department. No later than thirty working days after receipt of the Departmental Policy Statements or amendments from the Chapter, the chairperson, and the dean, the Vice President shall approve the statements or amendments or return them with reasons for rejections to the department for modification. The Departmental Policy Statements or amendments become official documents when they receive the approval of the Vice President for Academic Affairs.

The method of implementation of any additions to, deletions from, or changes in the Departmental Policy Statement must conform to the procedures specified herein.

Clause #113 D4(5)

GOVERNANCE: It is recognized that members of the faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that faculty members acting in concert with other constituencies within the University can provide valuable assistance in advisory and recommendatory roles to all levels of the University administration, including the President. Accordingly, it is hereby declared to be the policy of the University and of the Association to cooperate in providing to members of the faculty meaningful advisory and recommendatory input into the governance of the University through a variety of methods.

During the term of this Agreement the procedures and committees hereinafter set forth shall be maintained as the minimum apparatus for providing faculty participation in academic affairs of the University. However, the following apparatus is not exclusive, as it is further recognized that faculty participation in University governance will also be provided through a variety of standing and/or ad hoc bodies as presently existing or as hereafter modified, terminated or created by the Board of Trustees, the administration and/or the faculty as the case may be.

Clause #114 D2-4(1)

GOVERNANCE: Consistant with the principles set forth in the 1966 Statement on Government of Colleges and Universities, the faculty and administration shall continue to share responsibility with regard to matters of curriculum, subject matter and methods of instruction, research, and those aspects of student life which relate to the educational process, including the setting of requirements for degrees and determining when such requirements have been met. On these matters the power of review and final decision shall be lodged in the Board of Trustees or delegated by it to the President.

The power of review, or final decision, should be exercised adversely only in exceptional circumstances and for reasons communicated to the faculty in writing. Budgets, manpower limitations, the time element, and the policies of other groups, bodies and agencies having jurisdiction over the University may set limits to realization of faculty advice. Although it is understood that the exercise of an adverse decision shall not be arbitrable, the faculty following such a decision shall have an opportunity for further consideration and further transmittal of its views to the one making the final decision.

Clause #115 A4(1)

E. EVALUATION

ANNUAL EMPLOYEE PERFORMANCE EVALUATION: Employees' performance shall be evaluated at least once annually and they shall be advised of the quarter during which such annual evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that personnel decisions need not be based solely on written employee performance evaluations.

The employee, if assigned teaching duties, shall be notified at least two weeks in advance of the date, time and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation.

The evaluation shall be in writing and shall be discussed with the employee prior to being placed in the employee's evaluation file. The evaluation shall be signed by the person performing the evaluation, and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be made available to the employee.

Those persons responsible for supervising and evaluating an employee shall endeavor to assist the employee in correcting any performance deficiencies reflected in the employee's annual evaluation.

The annual performance evaluation shall be based upon assigned duties, and shall take into account the nature of the assignments, in terms, where applicable, of:

a. Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, and adherence to accepted standards of professional behavior in meeting responsibilities to students.

b. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to: published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and current research and creative activity that has not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's long-term research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

c. Service on departmental, college, and university committees, councils, and senates; service in appropriate professional organizations; participation in meetings, symposia, conferences, workshops; participation in radio and television; and service on local, state and national governmental boards,

agencies and commissions. Evaluation of services shall include consideration of contribution to:
(1) the orderly and effective functioning of the employee's academic unit (program, department, school, college) and/or the total university;
(2) the university community; and
(3) the local, state, regional and national communities, and scholarly and professional associations.

d. Other assigned university duties, such as advising, counseling, and supervision of interns, or as described in a Position Description, if any, of the position held by the employee.

e. Such other responsibilities as may be appropriate to the assignment.

Clause #116 C2-4(1)

PROFESSIONAL EVALUATION: The evaluation of the professional activites of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on reappointment, tenure and promotions. An evaluation of professional activities shall be based on total professional performance. Written evaluation shall be on file for all employees.

Evaluation of a member of the teaching faculty shall be based on total academic performance, with especial attention to teaching effectiveness, including, but not limited to, such elements as:

1. Classroom instruction and related activities
2. Administrative assignments
3. Research
4. Scholarly writing
5. Departmental, college and university assignments
6. Student guidance
7. Course and curricula development
8. Creative works in individual's discipline
9. Public and professional activities in field of specialty.

Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

At least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class during the first ten weeks of a semester. The employees shall be given no less than 24 hours of prior notice of observation.

Tenured and certified members of the teaching staff may be observed once each semester.

Each department P&B committee shall designate a panel, the size to be specified by the chairman, of department observers (which shall include members of the P&B committee). The department chairman shall schedule the members of this panel to conduct observations as necessary. Each observer shall submit, through the department chairman, a written observation report to the department P&B committee within one week of the observation. These observation reports shall be considered by the committee in its total evaluation of the employee.

The department chairman shall schedule the post-observation conference for the employee within two weeks after receipt of the written observation report. The post-observation conference shall include the employee and the observer. Either a member of the P&B committee or a member of the department with the rank of tenured Associate Professor or tenured Professor may be assigned by the chairman at the request of the employee or the observer.

Following the post-observation conference, the assigned P&B representative or the assigned senior faculty member shall prepare a record of the discussion in memorandum form for submission to the chairman. The original conference memorandum shall be placed in the employee's personal file. The employee may have a copy of this document provided a signed receipt is tendered. The observation report shall be placed in the personal file.

In the event that the observation or post-observation conference is not held within the time stipulated herein, the employee shall, within ten working days thereafter, file an "observation/conference request form" with the chairman. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file within the stipulated time the "observation/conference request form" shall bar the employee from subsequent complaint regarding such failure. Upon the receipt of the request form the college shall cause appropriate remedial action to be taken, including, if necessary, scheduling of an observation and/or observation conference by the dean or President or their designee.

After ten semesters of service teaching observation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

Annual Evaluations: Members of the teaching faculty: At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairman or a member of the departmental P&B committee to be assigned by the chairman. Tenured full professors may be evaluated. At the conference, the employees's total academic performance and professional progress for that year and cumulatively to date shall be reviewed. Following this conference, the chairman or the assigned member of the P&B shall prepare a record of the discussion in memorandum form for inclusion in the employee's personal file. Within ten working days after the conference, a copy of the memorandum shall be given to the employee. Where the overall evaluation is unsatisfactory, the memorandum shall so state. The employee in such case shall have the right to endorse on the memorandum a request to appear in person before the department P&B.

Members of the non-teaching staff, including Librarians, CLTs, Counselors, Students Personnel Services staff, Registrar series, Business Manager series, HEO series and other non-teaching members of the Instructional Staff covered by this Agreement: Preferably once each semester, but at least once each year, each employee shall have an evaluation conference with the chairman or supervisor to be designated by the appropriate dean or President. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the designated official shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee's personal file. A copy of the report shall be given to the employee within ten working days following the conference.

In the event that a date for yearly evaluation is not scheduled by March 1, the employee shall, within ten working days thereafter, file the "observation/conference request form" with the chairman or supervisor. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request form shall bar the employee from subsequent complaint regarding such failure. Upon receipt of the requested form, the dean or President, shall cause appropriate remedial action to be taken to insure compliance with this provision.

After ten semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

In those institutions that operate on a basis other than semester (such as trimester or quarter system) the observation and evaluation provisions of this Article, where applicable, shall apply only to two of the three trimesters or two of the four quarters.

Clause #117 B2-4(1)

EVALUATION AND ASSESSMENT OF FACULTY MEMBERS: The Vice President for Academic Services shall be responsible for establishing and maintaining the criteria and standards for the evaluation and assessment of faculty members covered by this Agreement, as well as insuring that the procedures which are established encourage a continuing exchange of views and elicit a broad range of evaluative data concerning a faculty member's teaching, scholarship, and service in the college community. Assessment alternatives include the following:

Evaluation (Cont'd.)

self appraisal by faculty member;
individual conferences with the Dean;
group discussions and critiques of method and scholarship;
measures of student achievement;
assessments by faculty colleagues;
student questionnaires or interviews;
credit for faculty development efforts;
classroom observations.

The Vice President for Academic Services and/or other administrators shall consult with a faculty committee composed of not more than three unit members prior to establishing or revising the criteria and standards to be used for the evaluation and assessment of faculty members and shall consider any suggestions and recommendations made by said committee. After the Vice President for Academic Services establishes or revises the criteria and standards, a copy shall be provided to all faculty members.

It shall be the responsibility of each Dean or his/her designee to provide for the continuous collection of evaluations of faculty members' work and prepare a written summary evaluation for each faculty member at least once a year which shall be based solely on the criteria and standards established by the Vice President for Academic Services. A copy of this written summary evaluation shall be given to the faculty member and he/she may add a written response. Nothing herein shall preclude informal evaluations of faculty members.

Evaluation for Permanent Status. The evaluation procedure established above for the year in which the unit member is being considered for permanent status shall include a three member committee consisting of (a) one unit member with permanent status chosen by the group of permanent status faculty, (b) the departmental chairperson of the unit member being evaluated or another member of the department chosen by the permanent status faculty, and (c) one unit member chosen by the unit member being evaluated. At least two members of the committee must have already been granted permanent status. The committee thus chosen shall submit a written recommendation, together with individual written evaluations to the appropriate administrator, in such reasonable form and detail as specified by the appropriate administrator, for his/her good faith consideration. To be considered, it must be submitted to the appropriate administrator not later than February 1 in the year in which the unit member is being considered for permanent status.

If, in the sole discretion of the Board, a unit member is not granted permanent status, he/she shall be notified no later than the fifteenth day of March in the year in which the unit member is being considered for permanent status. A unit-member, upon written request, shall be advised of the reason or reasons in writing for such denial.

Clause #118 D2(3)

EVALUATION: Evaluation for tenured faculty members shall be used for professional growth and/or promotion. Each tenured faculty member shall submit a self-evaluation not more than once a year. Peer evaluations, which shall be confidential, may be submitted at the discretion of the faculty member or his immediate supervisor, provided that the immediate supervisor and the faculty member mutually approve the evaluator. Each tenured faculty member shall have a complete administrative evaluation not more than once a year.

Tenured faculty members who teach shall be evaluated by students not more than twice a year. Following all of the foregoing three evaluation procedures for tenured faculty, a conference shall be held between the immediate supervisor and the faculty member for purposes of review.

Non-tenured faculty members shall be evaluated at least once a year by themselves, by their students, and by their administrators. Self-evaluations shall be submitted upon request of the faculty member's immediate supervisor. Peer evaluations, which shall be confidential, may be submitted at the discretion of the faculty member or his immediate supervisor, provided that the immediate supervisor and the faculty member mutually approve the evaluator. Non-tenured faculty members who teach three classes shall have student evaluations administered in two of those classes as designated by their immediate supervisor. Non-tenured faculty members who teach four or more classes shall have student evaluations administered in three of those classes as designated by their immediate supervisor. All evaluations shall be discussed in detail in an annual conference between each non-tenured faculty member and his immediate supervisor.

Clause #119 D2(11)

FACULTY EVALUATION: Evaluations of faculty shall be used for the purpose of improving instruction and to aid in determining whether a faculty member shall be promoted, reappointed, non-reappointed or tenured. Effective teaching should be the most important element but other factors, such as availability to students, professional development, additional contributions to the College, and contributions to professional organizations, should also be considered.

A committee established by each Faculty Assembly shall conduct evaluations of faculty based only on the material that is contained in each faculty member's personnel file three weeks before the deadline for such evaluation to be completed, and student evaluations not yet entered as provided for. The committee shall develop and publish criteria for such evaluations in accordance with the guidelines above. The committee-shall keep true and accurate records of all personnel actions it considers, together with copies of papers pertaining thereto. Written evaluations and recommendations of the committee must be forwarded to the faculty member's personnel/file, by the dates specified in other Articles of this Agreement, and shall be kept in the file.

Each College administration, independent of the review outlined in the preceding paragraph, shall conduct evaluations of faculty based on materials contained in each faculty member's personnel file, and student evaluations not yet entered. Each College shall develop and publish criteria for such evaluations in accordance with the guidelines above. The Dean or other appropriate administrative officer shall forward his written evaluations and recommendations to the faculty member's personnel file, by the dates specified in other Articles of this Agreement, and they shall be kept in the file.

The only written material the President may consider in making final terminations shall be the material placed in the personnel file, and student evaluations not yet entered, and shall include all written evaluations and recommendations of the aforementioned committee and of the Dean or other appropriate adminstrative officer that are in the file.

Student evaluation forms shall be designed at each College by agreement among the committee of the Faculty Assembly, a committee selected by students, and the President or his designee. Evaluation forms shall include written statements of opinion. All evaluations shall be signed. The signature shall be separated from the body of the evaluation and withheld from the instructor unless the evaluation becomes evidence in a subsequent grievance involving tenure, promotion, or non-reappointment, except that a place for optional signature shall also be provided on the body of the evaluation. No copies, typescripts, or extracts of the original evaluation shall be made without the faculty member's written consent. The form must be designed by November 1 for use for that academic year or longer. Forms shall be given to the instructor by the administration, filled out by the students in class in the absence of the instructor, and collected at the end of the class and returned to the designated administrative office by a student chosen by the instructor. For full semester courses the evaluation shall be conducted in the third week before the end of classes; for modular courses, when between 70-80% of the scheduled class meeting times have passed. The evaluations shall be immediately available for evaluation purposes, but shall not be available to the instructor, or be inserted in the personnel file, until the conclusion of the course. The most recent three years of student evaluations will be retained in the files, and they must comprise all those generated by the faculty member's courses for the three-year period.

Clause #120 A2-4(1)

EVALUATION OF PROFESSIONAL COMPETENCE: All evaluation reports on individual faculty members shall be in writing and the individual concerned shall receive a copy of such reports. The individual faculty member shall sign each evaluation report and be permitted to file a written reply to any portions of said report to which the faculty member may take exception.

Evaluation shall normally be by the Chairperson (or immediate supervisor for those professionals not attached to academic departments) in conjunction with the Personnel & Budget Committee of each department. In the event that a department Chairperson on the Personnel & Budget Committee refuses to take part in the evaluation process, the members of the Promotion and Tenure Committee may evaluate. No other person may participate in this evaluation process except by invitation of the faculty member. The evaluation process shall not be used to harrass a faculty member.

Administration Observation of the Educational Process. The Dean of Instruction or his designated representative will be welcome to visit classes for the sole purpose of observing the education process of the College and as otherwise provided herein. Visitation of these classes will be at a time mutually agreed upon by the instructor and the Dean. No faculty member will be observed for more than one class period in any one academic year by the Dean of Instruction or his designated representative except at the invitation of the faculty member.

Clause #121 B2(5)

EVALUATION: Purposes of Evaluation: The primary purpose of evaluation is to improve the quality of the learning environment at (the College), as well as to make an assessment of an employee's contribution to the improvement of this environment so that the employee may grow and develop as a manager of the learning process.

To this end, the evaluation process will identify an employee's strengths and weaknesses as a learning manager throughout the year, and on a continuing basis, and assist the employee in correcting any weakness. To facilitate a continuing effort toward the improvement of instruction, the evaluation process will:

(1) Be based on criteria consistent with the philosophy of the College and mutually understood.

(2) Include written evaluations at specified times during each year and also will include a personal interview on each written evaluation.

(3) Include data which are submitted to the appropriate supervisor for inclusion in each written evaluation.

(4) Identify weakness in writing and make recommendations for improvement.

(5) Include no written evaluations that have not been submitted to the employee in writing in a personal conference.

Evaluation (Cont'd.)

Evaluations provide the primary basis upon which recommendations as to retention, promotions, annual salary adjustments, and/or merit awards are made.

Frequency of Evaluation: Each member of the staff will be evaluated in writing according to the Evaluation Schedule hereinafter contained. Each faculty member will receive a copy of all evaluations given. The evaluations will be placed in the individual's personnel file. Provision shall be made for the attachment of comments by the faculty member to each evaluation.

Nothing in this article will preclude full-time instructional personnel from requesting and receiving additional evaluations throughout an academic year, including peer and student evaluation(s).

Basis for Evaluation: Evaluations will be based on observable behavior of the individual being evaluated.

The observable behavior and productivity to be measured will be directly related to assigned performance objectives. Performance objectives will be prepared by the faculty member in concert with the teams and are subject to approval of the Dean or Learning Center Chairperson. The Dean may assign performance objectives to the team. Any modifications of the objectives assigned after the beginning of a College term will be made in concert with the team before they become effective. In addition, these modifications must relate to the staff member's academic training and/or competencies.
Evaluations will be recorded on forms designed for such purpose (PE 14, PE 47, and PE 48) and will be filed as part of the personnel records of the individual being evaluated.

Responsibility for Evaluation. Teaching Faculty: (1) Learning Center Chairpersons will be responsible for conducting and writing evaluations. Following review of the evaluation by the Institute Dean, Learning Center Chairpersons will conduct individual interviews with members of their learning center.

(2) Institute Deans have final authority and responsibility for the recommendations that are made on the evaluation of all personnel in their respective institutes. Accordingly, Institute Deans may conduct additional evaluations as they deem them appropriate.

Non-Teaching Faculty. The appropriate Officer of the College or Dean is responsible for written evaluations and for the individual evaluation interviews of all personnel responsible to him.

Evaluations will be reviewed by the supervisor of the individual who has performed the evaluation, as well as the Vice President, Educational Services. Such review will be primarily concerned with determining whether the articles governing evaluation have been followed.

Evaluation Schedule. In all instances where a specified date started in the evaluation time schedule below falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for evaluation will apply:

Tenure Candidates. Dates Due. Individuals Initially Appointed Prior to Beginning of the Fall Term. (a) Evaluation #1 by Institute Dean, Dean, and/or other appropriate supervisor - Prior to 12/1
(b) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor - 12/1
(c) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services - 12/1 to 12/15
(d) Evaluation #2 by Institute Dean and/or other appropriate supervisor - 12/1 to 6/15

Individuals Initially Appointed After the Beginning of the Fall Term: (a) Evaluation #1 by Institute Dean and/or other appropriate supervisor - Prior to 2/1
(b) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services by Institute Dean, Dean, and/or other appropriate supervisor - 2/15
(c) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services - 2/15 to 3/1
(d) Performance evaluation #2 by Institute Dean, Dean, and/or other appropriate supervisor - 3/1 to 6/15

Other Non-Tenured Faculty. Individuals Initially Appointed Prior to the Beginning of the Fall Term.
(a) Evaluation #1 by Institute Dean and/or other appropriate supervisor - Prior to 2/1
(b) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Institute Dean, and/or other appropriate supervisor - 2/15
(c) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services - 2/15 to 3/1
(d) Evaluation #2 by Institute Dean, Dean, and/or other appropriate supervisor - 2/1 to 6/15

Individuals Initially Appointed After the Beginning of the Fall Term. (a) If initial contract begins during Fall Term, the employee will be evaluated twice. First evaluation will be done by Institute Dean, Dean, and/or other appropriate supervisor by 2/1 and other schedule dates for evaluation will conform to the above.
(b) If initial contract begins after close of Fall Term, the employee will be evaluated once that first year and any unsatisfactory evaluation will be submitted to the Vice President, Educational Services, by the Institute Dean, Dean, and/or other appropriate supervisor - Prior to 3/1

Tenured Faculty. Evaluation by Institute Dean and/or other appropriate supervisor - Prior to 2/21

Evaluation (Cont'd.)

Unsatisfactory evaluation to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor - 2/21
If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President, Educational Services - 2/21 to 3/1

Clause #122 B2(1)

F. FINANCIAL EXIGENCY

FINANCIAL EXIGENCY: Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide.

The existence of a financial exigency which may warrant the termination of a continuous appointment shall be determined by the mutual agreement of the President and the Executive Committee of the (Union) based upon a review of the total College budget. In the event that the two parties fail to reach a mutual agreement on the existence of financial exigency, this issue reverts to the Board of Trustees for final determination.

An exigency having been declared, the President will present (1) proposed budget limits (range) for the relevant budget years, (2) a proposal or proposals to bring the total Faculty salary budget within this range. He will meet jointly with a committee consisting of the members of the Faculty Executive Committee, the Faculty Senate, and the Executive Committee of the (Union) (non-voting) to discuss his and any other proposals in an attempt to reach a mutual agreement as to the proposed actions. In the event that the two parties (the President on the one hand, and the aforementioned Faculty Committee on the other) fail to reach a mutual agreement:

The Board of Trustees shall make the final determination as to the amount of Total Faculty compensation available for the relevant budgets.

The Executive Committee of the (Union) shall determine whether the prescribed budget reductions are to be made by termination of continuous appointments, by some other adjustment in Faculty compensation, or by some combination of these.

If the decision to terminate appointments is made, the committee (named above) shall determine the particular individuals affected.

No terminations which will result in the total discontinuance of a program or department shall be made without the concurrence of the Faculty Committee (named above) and the President.

Clause #123 B4(3)

REDUCTION OF FACULTY AS A CONSEQUENCE OF CURRICULAR CURTAILMENT OR FINANCIAL EXIGENCY: 1. This Article specifies the means by which the University may effect a reduction in the number of full-time faculty for reasons of declining enrollment, curricular curtailment, course eliminations, or financial factors within the affected academic unit; or for financial exigency of the University, as distinguished from individual personnel decisions based solely upon considerations of merit.
2. When there is demonstrable need to terminate faculty, as specified above, the Administration, in consultation with the departments involved, will pursue alternatives that will allow such faculty to remain employed at the University.

Specific measures taken may include, but will not be limited to, each of the following:

(a) Provide an opportunity for full-time and adjunct faculty to apply for vacant teaching positions for which they are qualified, in other areas of the University.

(b) Provide an opportunity for full-time faculty to complete a full-time teaching load in another area of the University in which he/she is qualified.

(c) Provide an opportunity for full-time faculty without a full-time teaching load to apply for part-time, non-teaching or administrative duties where vacancies exist in order to complete a full-time work load, provided that he/she is qualified for such position.

(d) Other options which may be considered are:

(1) Joint teaching assignments at other institutions while retaining tenure, seniority and fringe benefits.

(2) Faculty with inadequate qualifications to teach in another area may be retrained up to a maximum of one semester during the terminal year, and continued during such period on base salary on a reduced load basis during the retraining period with no charge for courses taken at (the College) and with fringe benefits continued.

(3) Transfer to a vacant non-teaching position for which he/she is qualified.

(4) Offer of reduced load on a pro-rated basis without loss of tenure and such fringe benefits as are permitted under existing contracts with insurance carriers.

(5) Early retirement.

3. All of the options referred to above must be agreed to by both the administration and the faculty member involved.

4. Reduction of faculty in a given department shall be accomplished on the following bases:

(a) Eliminate faculty overload within the department or departments where there are faculty without full work loads who are qualified to teach such overload courses.

(b) Eliminate teaching duties by administrators in the affected departments unless it can be demonstrated that the administrator's teaching does not contribute to the termination of the full-time or adjunct member nor reduce the normal load of an adjunct member.

(c) Terminate teaching assistants and teaching interns who have full responsiblity for courses within the affected department.

(d) Reduction will next take place among adjunct faculty who have fewer than five years of cumulative service in the preceding seven year period excluding summer and interim sessions, according to seniority in the affected department, provided that the senior faculty member is qualified to teach the courses in question.

(e) Reduction will next take place among adjunct faculty members who have had five or more cumulative years of service in the preceding seven years excluding summer and interim sessions, according to seniority within such group in the affected department, provided that the senior faculty member is qualified to teach the courses in question. Consistent with departmental needs, any reduction in an adjunct faculty's load must be restored before a less senior adjunct is rehired or a new adjunct faculty member is hired.

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(f) Reduction will take place among non-tenured, full-time faculty who have served less than two years according to seniority within such group in the affected department, provided that the senior faculty member is qualified to teach the courses in question.
(g) Reduction will next take place among non-tenured, full-time faculty who have served two years or more according to seniority in the affected department, provided the senior faculty member is qualified to teach the courses in question.
(h) Reduction will next take place among tenured, full-time faculty members according to seniority in the department affected, provided the senior member is qualified to teach the courses in question.
(i) Where a faculty member has taught in more than one department or served the University in other capacities, his/her seniority for purposes of this Article shall be based upon the cumulative total of years at the University. If two or more departments are combined, seniority will be based on the cumulative total of years at the University.

5. In no case may a full-time faculty member be released hereunder, if there are twelve semester hours of unassigned courses for each of both semesters that he/she is qualified to teach in any department.

6. The initial recommendations hereunder regarding the qualifications of the individual will be made independently by both the chairperson and the DPC (Departmental Personnel Committee), subject to review by the UFPB (United Faculty Personnel Board) and the dean, both of whom will recommend to the Provost. If there is disagreement between the UFPB and the Provost, the matter will be appealed to the UAB (University Appeals Board), which will make its recommendation.

7. Any proposal by the Administration to reduce the size of the faculty as set forth above will be submitted in writing to the (Union) and to the department directly affected as soon as possible after the proposal is formulated, but not later than one month prior to the issuance of any notices of termination excluding members with two years or less of service at the University. The proposal will contain: the number of proposed reductions identified by program, department, or college; the timetable; and a brief statement of justification and ramifications.

8. Within two weeks of receipt of such a proposal, the (Union) will make recommendations to the President. The President and, where appropriate, the Board of Trustees, will give great weight to the recommendations of the (Union). If there is disagreement between the (Union) and the President, the President will submit a detailed statement of reasons in writing to the (Union) within two weeks of the (Union's) response. If there is still disagreement, the proposal will be submitted to the UAB, which will make its recommendation.

9. Full-time faculty members with more than two years of consecutive service at the University will be given notice of termination not later than October 31 and the termination will be effective twelve months thereafter.

(a) Faculty members who receive notice of termination and who do not have a full teaching load during the one-year notice period, will be placed in a "hold-for-assignment pool." They will be required to be on campus on a full-time basis and available for assignment as needed. Where full-time administrative positions are vacant, efforts will be made to fill these positions with qualified faculty in the pool.

(b) Tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to five years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(c) Non-tenured faculty who are terminated under this Article will be recalled by the University according to seniority for a period of up to three years after the effective date of termination in the event that the University is able to provide a full work load for which the faculty member is qualified.

(d) Notwithstanding anything to the contrary contained herein, in the event that changing teaching requirements of the departments call for additional sections, qualified terminated faculty will be offered teaching assignments in order of seniority. Should the full-time faculty who were terminated in the department decline the assignment, it may be offered first to a qualified adjunct faculty member, next to a qualified administrator, and finally to a qualified full-time faculty member as overload.

10. Non-tenured full time faculty members without teaching assignments in the hold-for-assignment pool who have received notice of termination and who elect to resign within thirty days of receipt of such notice, will be given severance pay of one month's salary for each of full-time service at (the College) with a minimum of three and a maximum of six months' severance pay.

11. After the effective date of termination of a tenured faculty member under this article, he/she will receive one-half month's salary for each year of non-tenured service at the University and one month's salary for each year of tenured service at the University, with a maximum of twelve months' severance pay. Those faculty members with over 20 years of service at the University, will receive eighteen months salary as severance pay. This provision will be in lieu of the allowance under the Article, Early Retirement.

12. Payments under 10 and 11 may be made on a monthly basis, the number of months to be agreed to by the faculty member and the Administration.

13. Recalled tenured faculty members will have tenure and rank continued but will not have the period of layoff counted in total years of service for purposes of seniority. Recalled non-tenured faculty will have rank continued but will not have the period of layoff counted in total years of service for purposes of satisfying the probationary period for tenure or for purposes of seniority.

14. A terminated faculty member who is offered recall must respond to the offer in writing within twenty days, or else lose any recall rights. If the

semester starts within sixty days of such notice, the faculty member who has responded within the required twenty days will have the option to return for the semester after the one scheduled to begin within sixty days of such notice, provided courses are still available, and the University will have the right to hire adjunct faculty until his/her return.

15. Any faculty member who is recalled under this Article will have all rights restored as provided by the FS (Faculty Statutes) and FPS (Faculty Policy Series).

16. Financial exigency will be declared when it appears that there will be an inability of the University to meet its financial commitments in any fiscal year. The reduction of faculty, as a consequence of bona fide financial exigency, will be accomplished as soon as possible after the official declaration in accordance with procedures set forth in this Article.

17. Prior to the reduction of faculty because of bona fide financial exigency, the Administration will consult with the appropriate academic constituencies, including the (Union), and take steps to attempt to curtail costs in other areas, such as the indirect costs of sustaining non-academic and academic programs. Also, consideration will be given to the reduction of the number of administrative and support lines and the filing of academic and administrative vacancies with qualified members of the University faculty. Attempts will continue to be made to increase revenue by all feasible means.

Clause #124 B4(4)

FINANCIAL EXIGENCY: When an appointment of any faculty member is to be discontinued due to a financial exigency and/or the need to discontinue a program, the Administration will offer the discontinued faculty member another position whenever such a position is available and the faculty member is qualified for such position. Whenever a faculty member is released under these conditions, his position shall not be refilled, within a two-year period unless the released faculty member is first offered the position and is given 30 days to accept or reject it.

Clause #125 E4(1)

REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS AND FINANCIAL EXIGENCY: 1. Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or financial exigency, the procedures below shall be followed.

Financial Exigency (Cont'd.)

2. Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency which may require a reduction in the faculty, the Administration shall notify the (Union) promptly.

3. At a time mutually agreeable to both parties a meeting shall be held between the appropriate vice president(s) and the (Union) for the purpose of reviewing the entire budgetary outlook of the University. The vice president(s) shall document the financial position of the University to the (Union) along with recommendations for alleviating the situation.

4. At that or a subsequent meeting, but prior to the meeting with the Board, the (Union) may present to the vice president(s) its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

5. In the event that the Administration wishes to present to the Board recommendations with which the (Union) does not concur, the (Union) shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

6. If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the vice president for academic affairs, the (Union), the dean(s) of the affected school(s), and the chairperson(s) of the affected department(s) shall meet to identify faculty whose termination is to be recommended to the president.

In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasiblity of early retirement, and the possibility of reassigning the faculty member, provided he/she is suitably qualified, to another unit of higher education.

The following criteria shall apply to the identification of faculty whose termination is to be recommended because of an inability to place them otherwise.
a. Except where serious distortion of academic programs would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.
b. In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account:
1) the academic needs of the affected program(s);
2) the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service;
3) the age and length of service of the affected faculty;
4) the Affirmative Action aims of the University.
In all cases requiring the termination of faculty primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs.

7. The following procedure shall govern the case of any faculty member whose termination is recommended to the President:
a. Prompt notice of the recommendation to terminate will be given.
b. The faculty member given such notice shall have the right to a hearing under the grievance procedure.

8. If because of financial exigency, the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

9. In all cases of termination because of financial exigency or program discontinuance the place of the faculty member concerned will not be filled by a replacement within a period of two years.

10. During a period of two years from the date of termination the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

11. a. In cases of termination for financial exigency the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three months; in the second, third or fourth year of service, six months; after the fourth year of service, one year.
b. In cases of termination for programmatic discontinuance, the following standards of final notice or severance salary in lieu thereof shall apply:
Not later than March 15 of the first academic year of service, or at least three months prior to the end of the initial appointment; not later than December 15 of the second academic year of service, or six months prior to the end of the second year of service; after the third year of service, at least one year.
This article is grievable to arbitration only on procedural grounds.

Clause #126 A4(2)

G. PERSONNEL POLICIES

MINUTES, POLICIES, AND BUDGETS: The Board will have a copy of each of the following documents placed in the reference section of the main library of each University as soon as the documents are available:
The approved minutes of the meetings of the Board;
Published policies of the Board;
Published University-wide policies of the University which affect employees;
The internal operating budget of the University.

Clause #127 D4(1)

AFFIRMATION OF FULL DISCLOSURE: The Administration agrees that, upon request, it will provide the (Union) with the Treasurer's annual financial statement, the auditor's certified annual report, and the line-by-line budgets of any academic or administrative department. These budgets do not include individual salaries but do indicate the number of persons employed in each job category and the total funds allocated for each. A sample budget for a hypothetical unit is attached.

For members of the bargaining unit, the Administration will provide salaries, personnel changes, prospective personnel changes (appointment, reappointment, promotion, tenure, retirement, leaves), along with timetables for implementation of such prospective personnel changes. It will also inform the (Union) in writing of any modifications of policies that will directly or indirectly affect the faculty, and of any increases in aggregate salary for any faculty constituency.

Clause #128 B4(4)

FACULTY PERSONNEL PANEL: A University-wide Faculty Personnel Panel (FPP) shall be elected by the Faculty to provide a resource of experienced Faculty to which the President of the University may look for assistance and advice with respect to personnel matters involving Faculty Members.

All tenured full-time Faculty at rank 5 in the four-year campuses, and the one-fourth of the tenured full-time Faculty in each Community College with the longest periods of continuous service in that college shall be automatically candidates for election to the panel. Other tenured full-time Faculty Members may be nominated by petition of fifteen Faculty Members.

Members shall serve for two years. When an elected member of the panel ceases to be a full-time Faculty Member he is automatically excluded from participation until returned to full-time duty.

Election to the panel shall be by school or college as follows:
Each school or college shall have a minimum of ten representatives. If there are fewer than ten tenured Faculty, all shall serve on the panel.
Any school or college shall elect one additional panel member for each 25 FTE Faculty in excess of 50.

Clause #129 F2-4(1)

TRANSFERS BETWEEN BARGAINING UNITS: A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, either to his/her previous position, if available, or to his/her previous classification, if a suitable vacancy exists. The period of eligibility is equal to six months for non-tenured bargaining unit members and one year for tenured bargaining unit members. However, the period of eligibility shall not extend beyond the termination date of the non-tenured bargaining unit until member's last appointment in this bargaining unit. If his/her previous position is no longer available, and no suitable vacancy exists in his/her previous classification, the bargaining unit member may exercise his/her rights under Layoff and Recall Procedures.

A transfer between bargaining units whose contracts contain a similar provision shall not interrupt University service. A bargaining unit member who returns to this bargaining unit shall be credited with one-half the service (seniority) he/she accumulated in the position to which such employee was transferred.

The bargaining unit member's termination date following return to this bargaining unit shall be no earlier than the termination date of the member's last appointment in this bargaining unit. Longer appointments may be established when mutually agreeable.

Clause #130 D4(4)

PERSONNEL POLICIES: APPOINTMENT

INITIAL APPOINTMENTS: The final decision on hiring of all new full-time Faculty members and professional Librarians shall be made by the President. Appropriate available senior full-time Faculty members shall be consulted prior to making the appointment.

Appropriate available senior Faculty members and professional Librarians, as appropriate, shall be invited to interview prospective candidates and shall be consulted prior to the making of the final decision.

Clause #131 BS(3)

APPOINTMENT: 1. The Board shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the Board shall, through the universities, advertise such appointment vacancies, receive applications and screen candidates therefor, and make such appointments as it deems appropriate under such standards, qualifications, and criteria.

2. All bargaining unit vacancies shall be advertised throughout the State University System through the position vacancy announcement system. Copies of the position vacancy announcements shall be posted in a public place in each building where employees have offices. The advertisement shall include the qualifications for the positions. Employees, of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason.

3. All appointments shall be made on a standard SUS employment contract and signed by the University President or representative and the employee. The university may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. The SUS standard employment contract shall contain the following elements:

(a) Date;
(b) Professional Classification System title, class code and rank;
(c) Employment unit (e.g., department, college, institute, area, center, etc.);
(d) The length of the appointment;
(e) Special conditions of employment;
(f) A statement that the position is (a) tenured, (b) non-tenure earning, or (c) tenure-earning (specifying prior service in another institution to be credited toward tenure);
(g) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance;
(h) The following statement, if the appointment is not subject to notice provisions, "Your employment hereunder will cease on the date indicated. No further notice of cessation of employment is required.";

Personnel Policies: Appointment (Cont'd.)

(i) A statement that the appointment is subject to the constitution and laws of the State of -----, the rules and regulations of the Board, and this Agreement;
(j) Percent of full-time effort (FTE) assigned;
(k) Salary; and
(l) The minimum salary, if any, for the rank or job classification.

4. When first employed, each employee shall be apprised of what is expected, generally, in terms of teaching, research and other creative activities, and service, and specifically if there are specific requirements and/or other duties involved. If and when these expectations change during the period of service of the employee, that employee shall be apprised of the change.

5. Employees currently serving on twelve-month (calendar year) appointments may request to be assigned to nine-month (academic year) appointments. Upon approval of such change by the University President or representative, the employee's base salary shall be adjusted to 81.8 percent of the calendar year base salary unless a different base salary is mutually agreeable to the employee and the University President or representative.

6. Employees currently serving on academic year appointments may request to be assigned to calendar year appointments. Upon approval of such change by the University President or representative, the employee's base salary shall be adjusted to 122.2 percent of the academic year base salary unless a different base salary is mutually agreeable to the employee and the University President or representative.

Clause #132 C2-4(1)

CERTIFICATE OF CONTINUOUS EMPLOYMENT: Members of this unit in the title Lecturer (full-time) shall be eligible for a certificate of continuous employment upon a sixth full time appointment in the title of Lecturer (full-time) preceded by five years of continuous full-time service in the title of Lecturer. In computing eligible time in service, such time shall commence with the first September of appointment.

Where service has been continuous and a break in full-time service has occurred by virtue of a reduced schedule, such less than full-time service shall be prorated towards its equivalency in full-time service.

The certificate of continuous employment shall be valid only in the college or in the Educational Opportunity Center which makes the certificate or sixth appointment and shall carry with it the guarantee of full-time reappointment subject to continued satisfactory performance, stability in academic program, sufficiency of registration and financial ability.

The terms of this article do not apply to service in any title other than Lecturer (full-time) or (part-time).

Effective one year after initial appointment, no member of this unit in the title Lecturer, full-time or part-time, shall be denied reappointment on the basis of professional incompetence unless he has been evaluated during at least three semesters (including the first year of appointment) according to the provisions contained in this Agreement, and unless two of the last four evaluations indicate unsatisfactory professional performance.

An Instructor may be appointed in the title Lecturer (full-time) after five years of continuous full-time service as an Instructor in the same department, in which case he shall receive a Certificate of Continuous Employment as a Lecturer.

Clause #133 B2-4(1)

APPOINTMENT AND REAPPOINTMENT: 1. Where reasonably practicable, initial full-time appointment to the Instructional Staff shall be made, in writing, by the President or his designee and approved by the Board prior to the effective date of appointment. Where this is not practicable, such appointments shall be made by the President or his designee, subject to final action by the Board; in such instances, the President or his designee shall advise the appointee, in writing, that the appointment is subject to Board approval.

2. In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have the option of receiving compensation pro rata for time worked or accepting a college appointment for the duration of that single semester.

However, where the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the Board shall be under no obligation other than payment for work performed to that point.

3. All initial full-time appointments to the instructional Staff (except for substitutes and distinguished professors) shall be for one year or to the end of the academic year in which the appointment takes effect. For appointments to the Business Manager series and HEO series which are made on the basis of the fiscal year, the fiscal year shall obtain.

4. All full-time reappointments to the Instructional Staff shall be for no less than one year, except where the reappointment is solely for the purpose of utilizing accrued annual leave.

5. Part-time appointments may be for less than one year.

6. Appointments to the title of Graduate Assistant shall be in accordance with the provisions of this Agreement.

7. Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention.

8. Instructors and non-certificated Lecturers (full-time) with four or more years of continuous full-time service in those titles who are appointed to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor

9. When a College President determines not to make a recommendation to the Board of Higher Education for reappointment or promotion of a person recommended to him by a College P&B Committee or other appropriate body, the individual affected by that decision shall be notified of the Committee's favorable recommendation and of the President's decision. The notice shall not state the reasons for the President's action.

Within ten school days after receipt of said notice, the affected individual may submit to the President a signed request, for a statement of the reasons for the President's action. Within ten school days after receipt of the request, the President shall furnish a written statement of his reasons to the affected employee.

The President shall not be required thereafter to justify his decision or his reasons.

10. In the event that an individual appeals through academic channels a negative decision regarding reappointment, tenure, a Certificate of Continuous Employment, or promotion, and the appeal is not successful, the individual shall be so notified by the President or his designee in writing.

Within ten school days after receipt of said notice the affected individual may submit to the President a signed request for a statement of reasons for the denial of the appeal. Within ten school days after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

Consistent with this Agreement the President's academic judgment shall not be reviewable by an arbitrator.

Clause #134 B2-4(1)

REAPPOINTMENT: 1. All employees except: (1) those holding visiting appointments; or (2) those who are appointed for less than one academic year; or (3) those with less than five years continuous service who are on "soft money," e.g. contracts and grants, sponsored research funds, and grants and donations trust funds, are entitled to written notice that they will not be offered further appointment as follows:

(a) for employees in their initial year of employment, one full quarter;
(b) for employees in their second year of employment, two full quarters;
(c) for employees with two or more years of continuous service, four full quarters.

In the event of a break in service for more than one quarter in four or more than two quarters in eight, only service following such break shall be counted for purposes of determining length of service. Paid or unpaid leaves shall not be considered a break in service.

Employees not entitled to written notice of non-reappointment shall have the following statement included in their employment contracts:
"Your employment hereunder will cease on the date indicated. No further notice of cessation of employment is required."

2. An employee, other than one specified in Sec. 1 as not entitled to written notice of non-reappointment, who receives a written notice that the employee will not be offered further appointment shall be entitled upon request to a written statement of the basis for the decision not to reappoint within 25 days following such notice. Thereafter, the President or representative shall provide such statement within 25 days of such request. Such employee may not contest the decision under the Grievance Procedure, unless a grievance is filed within 25 days after the receipt of the statement and it is claimed that such action (1) violated the employee's constitutional rights or (2) violated a specific term of this Agreement. If such decision not to reappoint was based solely upon reasons which would form the basis for a layoff, then such employee shall have the rights of recall under Layoff and Recall.

3. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term.

4. An employee who wishes to resign has the professional obligation when possible, to provide the university with at least one quarter's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

5. Notice of appointment and non-reappointment shall not be contained in the same document.

Clause #135 C2-4(1)

APPOINTMENT - REAPPOINTMENTS: The University appoints Graduate Teaching Fellows after consultation with departments, schools, and colleges, who make recommendations from among a pool of eligible candidates within their unit. The University agrees to send notice to each applicant for a graduate teaching fellowship of its decision within five working days thereafter.

The University will offer graduate students a fellowship by sending a letter of appointment stating the terms of the appointment, including the duration, salary rate, and percent of FTE. GTFs will notify the University of their acceptance of the offer by sending to the University a signed acceptance of the terms of the appointment.

Each department and employing unit in which there is a possiblity that GTFs will be reappointed shall develop written criteria for reappointment. Each GTF shall be given a copy of the criteria at the time of appointment. A GTF who is not reappointed shall be sent notification in writing within five working days of the decision not to reappoint. The notification shall indicate which of the criteria for reappointment was not met. A decision not to reappoint shall be made by a standing committee of the department and shall not be made for arbitrary or capricious reason.

Upon request in writing by the GTF made within five working days of the date of the notification, the department shall reconsider its decision not to reappoint. The decision is grievable only after reconsideration and only on the grounds that departmental procedures were not followed; that the criteria identified in the notification as not having been met were objective criteria (such as a required minimum grade point average) which indeed were met; or that the decision not to reappoint was for an arbitrary or capricious reason.

Once an appointment of a GTF has been accepted it may not be rescinded or shortened except for good cause shown.

Clause #136 ES(1)

SCHEDULE FOR NOTIFICATION OF REAPPOINTMENT AND NON-REAPPOINTMENT: Members of the Instructional Staff other than employees in the HEO and Business Manager Series and in the —— College Campus Schools shall receive written notice of reappointment or of non-reappointment on the following schedule:

(a) Instructional Staff Members in Tenure-Bearing and Certificate-Bearing Titles, Adjunct and Instructor Titles:

1. Persons hired on an annual basis on September 1 in their first year of service shall receive such notice on or before April 1. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. Persons hired on an annual basis in their second or later years of continuous service shall receive such notice on or before December 1, except that persons in the title Lecturer shall receive such notice in their second year on or before April 1.

3. Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or April 1 in the Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as it is known to the appropriate college authorities.

(b) All other members of the Instructional Staff not otherwise specified shall receive such written notice: 1. On or before June 1 in the first year of service. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. On or before May 1 in their second year or later year of service.

3. All notifications shall be made by the President or his designee subject to financial ability and subject to ratificaton by the Board of Higher Education.

4. Where timely notice of non-reappointment has once been given, but it is later determined in the grievance procedure that there was some irregularity in the original decision not to reappoint, a subsequent notice of non-reappointment, otherwise valid, given after the irregularity has been removed or corrected, shall be deemed timely for the purposes of this Article.

Clause #137 B2-4(1)

APPOINTMENT NOTIFICATION SCHEDULE: In all instances where a specified date in the reappointment notification schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for reappointment notification will apply:

Contract Administration for Tenure Candidates - Dates Due.
1. Non-Renewal of Contracts for Individuals Initially Appointed Prior to the Beginning of the Fall Term: (a) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee - 12/15
(b) Decisions of the President and letter of notification to the employee - 2/1

2. Non-Renewal of Contracts for Individuals Initially Appointed After the Beginning of the Fall Term: (a) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee - 3/1
(b) Decision of the President and letter of notification to the employee - 4/1

3. Renewal of Contracts: (a) Recommendation for Contract to the Vice President, Educational Services, by institute Dean, and/or appropriate supervisor - 3/15
(b) Recommendation for contract to the President by the Vice President, Educational Services, and copy to employee - 3/22
(c) Decision of the President and letter of notification to employee - First Week of April
(d) Recommendation of the President to Board of Trustees - April Board Meeting
(e) Contract mailed to employee - Day after Board Meeting
(f) Contract due to be returned by employee - 5/15

Contract Administration for Other Non-Tenured Faculty:
1. Individuals Initially Appointed Prior to Beginning of Fall Term
(a) Non-Renewal of Contracts
(1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee - 3/1
(2) Decision of the President and letter of notification to employee - 4/1
(b) Renewal of Contracts
(1) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, Dean and/or other appropriate supervisor - 3/15
(2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee - 3/22
(3) Decision of the President and letter of notification to employee - First week of April
(4) Recommendation of the President to the Board of Trustees - April Board Meeting
(5) Contract mailed to employee - Day after Board Meeting
(6) Contract due to be returned by employee - 5/15

2. Individuals Initially Appointed After Beginning of Fall Term (Schedule for First Contract Year Only)
(a) Non-Renewal of Contracts

(1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee - 6/1
(2) Decision of the President and letter of notification to the employee - 6/30
(b) Renewal of Contracts
(1) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor - 6/22
(2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee - 6/25
(3) Decision of the President and letter of notification to employee - First week in July
(4) Recommendation of the President to the Board of Trustees - July Board Meeting
(5) Contract mailed to employee - Day after Board Meeting
(6) Contract due to be returned by employee - 7/31

Contract Administration for Tenured Faculty. 1. Non-Renewal of Contracts
(a) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee - 3/1
(b) Decision of the President and letter of notification to employee - 4/1
(c) Recommendation of the President to the Board of Trustees - April Board Meeting
2. Renewal of Contracts
(a) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor - 3/15
(b) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee - 3/22
(c) Decision of President and letter of notification to employee - First Week in April
(d) Recommendation of the President to the Board of Trustees - April Board Meeting
(e) Contract mailed to employee - Day after Board Meeting
(f) Contract due to be returned by employee - 5/15

Clause #138 B2(1)

ALTERNATIVES TO TERMINATION OF NON-TENURED FACULTY: Full-time, non-tenured faculty members within a given department who have been recommended for re-appointment on the basis of professional merit through the normal recommendatory process but for whom no available position exists within that department may be considered for the following alternatives to termination:

Shared Load. A non-tenured faculty member for whom no full-time position is available may be given the opportunity to complete a full teaching load by teaching in another area in which he is qualified if such an additional teaching load is available. Such shared load may be permanent or temporary, depending upon the needs of the department with the vacancy.

Reassignment. A non-tenured faculty member may be given the opportunity to be reassigned for full teaching load to another area in which he is qualified and where a full-time teaching position is available. Such reassignment may be permanent or temporary, depending upon the needs of the department with the vacancy.

Supplementary Non-teaching Duties. A non-tenured faculty member may be offered where available, non-teaching duties in an area in which he is qualified to complete a full teaching load.

Shared Teaching with Other Institutions. In cases where it is possible to arrange shared teaching duties between the University and another academic institution, this option may be offered to the affected non-tenured faculty member to complete a full load. Such faculty member shall receive his ordinary compensation from the University provided that the other institution shall pay its proportionate share of the individual's salary to the University. The service of non-tenured faculty on shared load shall count toward the probationary period on a proportionate basis. In evaluating a faculty member for tenure when that faculty member has a shared work load arrangement, the appropriate departmental and college committees, department chairperson, and dean shall give great weight to the likelihood of the faculty member achieving a full work load in either department (but not jointly) within a reasonable length of time after tenure is granted. A recommendation for tenure by a faculty committee where the faculty member has a shared load constitutes an exceptional circumstance, except as provided hereinafter. In no event shall any action of the other academic institution be imputable to the University with respect to alleged violations of this agreement.

Retraining. An affected non-tenured faculty member upon submission of a study plan and with the written endorsement of a department having a teaching position vacant as well as the written endorsement of that department's administrative dean, neither of which shall be unreasonably withheld, may be given a reduced load of no less than one-half of the faculty member's regular teaching load with no reduction in salary for the purpose of engaging in retraining in another area or discipline where there is an available position. The University will make every effort to secure financial aid for the affected faculty member at the institution where the faculty member will undertake his or her studies. Subsequent to his or her retraining and the successful completion of the study plan, the faculty member must demonstrate competence in the new area or discipline to the satisfaction of the dean before receiving an appointment to the vacant position.

Transfer to a Non-teaching Position. A non-tenured faculty member may be placed in a non-teaching position within the University for which he or she is qualified, where available. This transfer shall be subject to the same screening and selection process with the ultimate decision resting with the administrator in charge of the unit involved. While in this position, the faculty member shall retain recall rights within the faculty. The affected faculty member may be offered a salary consistent with the non-teaching position. Acceptance of a non-teaching position may exclude the individual from the bargaining unit.

Personnel Policies: Reappointment/Nonreappointment (Cont'd.)

Reduced Load. A non-tenured faculty member for whom there is no full-time work load available in his or her existing department may be given the opportunity to accept a reduced load without reduction in the University's contribution of fringe benefits, but with a proportionate reduction in salary.

Early Retirement. An affected non-tenured faculty member who will be 62 years of age or older at the time he would be leaving the University may be offered early retirement in accordance with a plan to be negotiated by the (Union) and the Administration.

Notice. A non-tenured faculty member shall receive one month written notice of lay-off for each year of University employment, to a maximum of six months.

Tenure Considerations for Faculty on Shared Load. In evaluating a faculty member for tenure, when that faculty member has a shared work load arrangement, the appropriate chairpersons, DPC and CPC and the dean shall give great weight to the likelihood of the faculty member achieving a full work load in either department (but not jointly) within a reasonable length of time after tenure is granted. A recommendation for tenure by a faculty committee where the faculty member has a shared load constitutes "an exceptional circumstance", except as provided hereinafter.

The above paragraph dealing with the recommendation for tenure for faculty members on shared work load shall not apply:
to faculty members hired on the basis of a joint appointment, i.e, appointment in more than one department;
to faculty members teaching in a college or university program that recognizes the interdisciplinary nature of the program;
to faculty members who have received a joint appointment subsequent to their initial appointment at the University where the joint appointment was granted in recognition of the qualifications of the faculty member and the needs of the teaching program, rather than for the primary purpose of the faculty member achieving a full work load.

Recall of Non-tenured Faculty. A non-tenured full-time faculty member who has been replaced by a part-time faculty member shall retain recall rights for a two year period if the replaced faculty member had more than two years of service. In the event that the replaced faculty member had two years or less of service, the replaced faculty member shall retain recall rights for one year. Recall shall be on the basis of inverse order of release from their department. Where faculty members have equal lengths of service, preference among candidates shall be determined by the Departmental Personnel Committee.

Clause #139 A4(1)

PERSONNEL POLICIES: PROMOTION

PROMOTION: 1. Applications for promotion may be submitted by a member of the unit on or before November 15 each year.

2. The requirements for academic rank (experience and length of service, educational preparation) shall be minimal requirements for promotion.

3. In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the faculty, work or services performed for the institution beyond assigned duties, professional status, growth and development, and in community service.

4. The Institute Evaluation Committee shall review credentials and make recommendations for promotion.

5. The full list of those being recommended for promotion shall be passed by the Committee to the Institute Dean on or before March 15. The Institute Dean may append comments concerning the individuals on the list, and he/she then shall pass the list to the President on or before March 31.

6. The President will review the recommendations and submit a list to the Board. Any faculty member applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

7. The Institute Evaluation Committee shall consist of one tenured teaching faculty member from each team within the Institute and include the faculty member's team leader. The Committee shall be appointed by the Institute Dean on or before November 1.

8. Faculty members receiving promotions in rank shall receive an additional five percent in their annual base salary.

Clause #140 B2(1)

PROMOTION - FACULTY: Automatic Promotion: For all full-time members of the faculty, non-classroom as well as classroom, there shall be automatic promotion. From the rank of Instructor to the rank of Assistant Professor, upon reaching what would otherwise be the fourth step in the rank of Instructor.

For all part-time members of the faculty, there shall be automatic promotion: From the rank of Adjunct Instructor to the rank of Adjunct Assistant Professor, upon completion of hours equivalent to 3 years of full-time service.

Merit Promotion: In addition to the above, merit promotions may be made between ranks. Merit promotions for both full-time and part-time faculty shall be made in accordance with the following procedure.

For this section, a department is defined as any grouping of faculty members working under an elected Chairman, Associate Chairman or an appointed administrative officer.

A Departmental Tenure and Promotion Committee shall consist of the Chairman of the department or the administrative officer and two full time members of the department, elected by qualified members to serve three-year terms. The Committee shall elect one of its own members as Committee Chairman. Whenever this departmental Tenure and Promotion Committee meets concerning the granting of a certificate of permanent employment or merit promotion for part time faculty, it shall be augmented by part time faculty elected by the department's part time faculty as follows: when the department has one part time member, no additions; when the department has two part time members, the other shall serve; when the department has three or more part time members, two shall be elected to serve. Any department consisting only of part time faculty shall have a departmental tenure and promotion committee consisting of the department chairman and two part time members of the department elected by qualified members to serve a three year term. The committee shall elect one of its own members as committee chairman.

In a department of five or fewer full time members, the entire department shall constitute the Tenure and Promotion Committee. If a department has three or fewer members, it may elect an additional member from outside the department. If the department cannot agree upon the additional member the Associate Dean may appoint an additional member. The additional member shall serve for one year.

Clause #141 B2(3)

PROMOTION: Automatically during a faculty member's third year at the rank of instructor, fourth year at the rank of assistant professor and fifth year at the rank of associate professor, he shall be evaluated for promotion, in accordance with Faculty Evaluation. All evaluations and recommendations shall be forwarded to the faculty member's personnel file no later than February 1 of any year. Notification by the President of a College of the decision shall be made by April 1. In the event of an adverse decision, the faculty member shall be evaluated for promotion at his request in any subsequent year.

Nothing shall preclude a faculty member from early review for promotion, with his approval, at the mutual request of the College and the faculty committee designated in accordance with Faculty Evaluation. Agreement, where reached, must be achieved by December 1; failure to agree shall not be subject to grievance or arbitration. The College shall inform all those involved in the review process.

Notification of denial of promotion shall include a written statement of reasons, but such reasons shall not be subject to Arbitration.

The provisions of the Grievance and Arbitration articles, provide the remedy available for any faculty member allegedly denied due process in the College's failure to promote.

Clause #142 A2-4(1)

INCREASED PROMOTIONAL OPPORTUNITIES: 1. In order to increase promotional opportunities for members of the Instructional Staff in the titles Professor, Associate Professor, Assistant Professor and Instructor, and in an effort to reach goals of 30-30-30-10 expressed in the expired contract between the Board and Legislative Conference, the Board agrees that budgetary considerations shall not constitute a ground for withholding promotions of qualified persons recommended for promotion to such titles in accordance with established criteria and procedures.

In order to increase promotional opportunities for members of the Instructional Staff in the College Laboratory Technician titles, and in an effort to reach goals of 30% in the Senior Laboratory Technician title in each college, the Board agrees that budgetary considerations shall not constitute a ground for withholding promotions to qualified persons recommended for promotion to such titles in accordance with established criteria and procedures, up to that percentage.

Qualified members of this unit in adjunct titles who are recommended for reappointment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

The Board agrees that budgetary considerations shall not constitute a ground for withholding appointment to the rank of Assistant Professor of a certificated Lecturer who has earned a doctorate and has been recommended as qualified for such appointment in accordance with established criteria and procedures.

In recognition of the non-promotional status of the Higher Education Officers and Business Managers series titles the parties agree that upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities a member of the instructional staff in such titles may, upon approval of the Board of Higher Education, be granted an additional Movement within Schedule in the same title.

Clause #143 B2-4(1)

PROMOTIONS, DEMOTIONS AND TRANSFERS: Promotion is hereby defined as a move from a lower classification to a higher classification within the bargaining unit. It is agreed that the Employer will fill job vancancies from within the organization before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions. This Section does not apply to those employees classified as professional, except that present employees in those classifications shall be given at least equal consideration if they apply for such promotions.

Notice of all job vacancies shall be posted on all bulletin boards of the organization normally used for such purposes. This notice will remain on the bulletin board for five working days, and will include job title, classification, and a brief description of the job duties, including qualifications and necessary skills. Only those employees who make application during this five day period will be considered for the job and will be permitted to file a grievance against the final selection.

Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee who is promoted to a higher position shall receive minimum pay of the new job classification or no reduction in pay whichever is greater. The promoted employee shall be credited in the promoted position with accumulated time since his last increase for the purpose of determining schedule raises. Such employee shall carry with him all seniority rights.

All employees so promoted shall be placed in the higher-rated job for a trial period of thirty days. In the event such promoted employee successfully completes the thirty day trial period, in the judgment of the Employer, he shall receive the above-stated increase retroactive to the date of promotion. In the event the employee does not successfully complete the trial period, such employee shall be given his former position or a comparable position, within his former classification without any loss of pay.

In the event of a demotion as a result of a bump back or other circumstance, an employee so demoted shall receive the maximum of the lower position or his present salary whichever is lower.

An employee may apply for and receive a transfer to an available position of another title within the same classification. Such transfers shall be made upon request of the employee at the discretion of the Employer. An employee so transferred shall receive the same salary as in his former position.

Clause #144 FS(1)

NEGATIVE TENURE AND PROMOTION ACTIONS: 1. In the promotion and tenure evaluation process, the campus head (Chancellor, Provost, Deans) will notify each Faculty Member whose dossier, when it teaches the office of the campus head, contains a negative recommendation with respect to his promotion or tenure application.

2. When a Faculty member receives such notice from the campus head, the Faculty Member may, within five calendar days after receiving such notice, inform the campus head in writing that he would like to examine the dossier.

3. Upon receiving the request, the campus head or his designee shall provide the Faculty Member an opportunity to examine the dossier within five calendar days.

4. The Faculty Member may, within five calendar days after examining the dossier, submit written comments and additional material to the campus head for transmission to the Tenure and Promotion Review Committee.

5. The TPRC will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. The campus head will, after reviewing the dossier and recommendation of the TPRC, forward his recommendation and dossier in accordance with Tenure and Promotion.

6. When a Faculty Member receives written notification from the University that his application for tenure or promotion has not been granted, he may, within ten calendar days after receiving such notice, inform the campus head in writing that he would like to examine the dossier.

7. Upon receiving the request, the campus head or his designee shall provide the Faculty Member an opportunity to examine the dossier within ten calendar days.

8. The Faculty Member may within ten calendar days after examining the dossier, or within twenty days of receipt of the written notification if he does not examine the dossier, elect one of two alternative procedures by submitting a request in writing in accordance with the following:

a. If the Faculty Member believes that this Agreement or the supplemental guidelines and procedures established or approved by the University have been violated or misapplied and that such violation or misapplication has adversely prejudiced his application, he may file a grievance at Step 2 of the Grievance Procedure by complying with the requirements of the Grievance Procedure.

b. In the alternatives, the Faculty Member may request a meeting with the Chancellor or the President. In such event, the Chancellor or President, as the case may be, shall meet with the Faculty Member.

1. If the Faculty Member then wishes to appeal the decision and request a reconsideration on the substance of the application, he may submit his request

together with any additional materials within 10 days after such meeting.

2. If the recommendation of the TPRC in the review process had been positive, the University shall, at the request of the Faculty Member, appoint a special committee to review the case and make recommendations to the President on any specific, substantive aspects of the application referred to it. In the review process the special committee shall be free to meet with the Faculty Member and the Administrative Officials as it deems necessary. It shall act with discretion and due consideration for the confidentiality of the matter involved. The special committee shall be made up of four members selected after consultation with the Chairman of the Department or Division and the Chairman of the TPRC.

3. At the conclusion of the reconsideration process, the University will notify the Faculty Member of its decision. If the decision remains negative, and if the Faculty Member so requests, the University will provide the Faculty Member with a statement of reasons for the decision.

4. The decision of the University under this alternative, being on a consideration of the substance of the application, shall not be subject to the formal grievance procedure.

Clause #145 F2-4(1)

TENURE: 1. Definition: Academic Faculty -- "Tenure" shall mean the right of an Academic Faculty Member to hold his position and not to be removed therefrom except for just cause as hereinafter set forth.

Administrative Faculty — "Tenure" shall mean the right of an Administrative Faculty Member to continue in employment as a member of the Faculty and not be removed therefrom except for just cause as hereinafter set forth.

Within sixty days of the signing of this Agreement the parties shall meet to develop a mutually acceptable, uniform Due Process procedure.

At such time as this procedure is completed and agreed to by the parties, it shall be substituted for the relevant sections the due process procedure.

Until the development of the revised Due Process procedure, all current Faculty rights guaranteed under the present Due Process procedure shall remain in full force and effect.

Except as otherwise specifically provided in this Agreement, there shall be a probationary period of three full academic years at the College (from the most recent date of appointment) for each Faculty Member. During the probationary period the Faculty Member shall be observed and evaluated in accordance with the provisions of the Professional Development and Evaluation Procedure. Only full-time employment at the College in a non-temporary position shall be counted in computing the probationary period; provided, however, that a department, with the approval of the President, may include temporary service in computing the probationary period.

At the end of the three-year probationary period, a Faculty Member shall either be granted tenure or not be renewed, in accordance with the procedures of the renewals and non-renewals. If a decision not to grant tenure is made at the end of the third year and the Faculty Member is so notified by May 31, the contract for the fourth year shall be a terminal contract.

All present Faculty Members who hold tenure as the result of procedures established at their respective colleges shall continue in that status.

The procedure for granting tenure shall be: A. A department/administrative unit committee which shall include tenured Faculty Members, if available, shall recommend to the College-wide tenure committee, elected by and from the Faculty, the names of those eligible members of the department whom they consider to be qualified for tenure; provided, however, that the department chairperson/immediate supervisor shall make an independent recommendation to that committee regarding those other than himself/herself who may have been recommended by the department committee. The recommendation of the department administrative unit/ committee and of the department chairperson/immediate supervisor shall be completed no later than March 1 (November 1 for Faculty Members with January anniversary dates), and by that date the department chairperson/immediate supervisor shall submit the full list of applicants, together with a recommendation with respect to each eligible member, in writing, to a College-wide tenure committee, and a copy of the full list shall be forwarded to the President. In no case shall a Faculty Member take part in the consideration of tenure for himself/herself.

B. The College-wide tenure committee shall review all tenure recommendations received from the departments/administrative units and shall, by April 1 (December 1 for Faculty Members with January anniversary dates) submit its recommendations (positive and negative) to the President or his designee.

C. The President shall grant tenure effective as of the beginning of the next academic term to those Faculty Members whom he approves.

D. The President shall notify each eligible Faculty Member, individually in writing of either the positive or negative decision made with respect to the granting of tenure. The President shall make his/her decision by May 31 (December 31, for Faculty Members with January anniversary dates), and in the event he/she does not grant tenure to a Faculty Member who has been so recommended by the College-wide tenure committee, the reasons therefore shall be given to such committee and the affected Faculty Member(s), if requested.

E. No Faculty Member shall be denied tenure solely because the aforesaid procedures were not followed. The President shall act independently if the committee(s) fail to act within the time limits specified.

A tenured Faculty Member may be terminated or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected Faculty Member and the Union, and that Faculty Member shall have the right to due process by means of and in compliance with all provisions of the procedure provided for in the grievance procedure and arbitration provision; provided, however, that this procedure may commence at Step 3 or below, within ten College calendar days of receipt of the written notice.

A non-tenured Faculty Member may be terminated or otherwise disciplined prior to the expiration of his/her term appointment only for just cause. In the event the President believes such just cause exists, he/she shall give written notice to the affected Faculty Member and the Union, specifying the reasons, and that Faculty Member shall have the right to due process by means of and in compliance with all provisions of the procedure provided, however, that this procedure may commence at Step 3 or below within ten College calendar days of the receipt of the written notice.

Until the final decision on termination of a tenured Faculty Member has been reached, that Faculty Member may be suspended (with pay) only if, in the opinion of the President, immediate harm to the Faculty Member or others is threatened by his/her remaining at the College. Anything herein to the contrary notwithstanding, if a final decision sustaining the termination is reached, the College shall have the right to terminate the Faculty Member forthwith. He/she shall, nevertheless, be paid to the end of the then current academic year, if such final decision is reached in the fall term; he/she shall be paid to the end of the following fall term, if such final decision is reached in the spring term. In no event shall he/she be paid for a period less than that required by the Renewals and Nonrenewals provision. Anything herein to the contrary notwithstanding, in the event the termination is for proven moral turpitude, all pay shall cease as of the date of the final decision.

A Faculty Member's tenure automatically shall terminate when he/she reaches age sixty-five and, thereafter, he/she shall be deemed to hold a year-to-year contract, in accordance with the provisons of the article on Retirement.

On or before October 7, 19--, the Secretary of Education shall convene a Tenure Commission which shall consist of six members, of the six, two will be named by the union, two members will be named by the Board of Presidents and two members will be named by the Secretary of Education.

The Tenure Commission shall attempt to document the tenure decision-making processes currently in use in each of the colleges. The process for gathering this information shall consist of the following steps:

Each department tenure committee shall submit a written statement comprehensively describing the processes and criteria used by the department in making tenure decisions.

Each department chairperson shall submit separately a written statement of the criteria he/she uses in making tenure decisions.

Each College-wide tenure committee shall prepare a written statement describing the processes and criteria used in making tenure decisions.

All documentation submitted from each college will be reviewed and processed in a manner determined by the Tenure Commission.

The Tenure Commission will issue an advisory report that will include a description of current procedures and decisions in the tenure area; recommendations for improved practices, and suggestions that may be used by the President when he/she makes tenure decisions.

Clause #146 B4(1)

TENURE: The guarantee of continuous full-time appointment until retirement is tenure; it is subject to termination only under conditions mutually understood and agreed upon as contained herein. The burden of proof of the conditions under which tenure is terminated rests with the President.

Tenure shall be subject to the following conditions:
a. Effective fulfillment of contractual obligations;
b. Activity in profession;
c. Proper moral and civic conduct;
d. Loyalty to College objectives;
e. Retrenchment pursuant to this Agreement

A new teaching faculty member who has not had previous academic experience as a full-time member with the rank of Instructor or higher in an institution of higher education will be subject to yearly appointments for 6 years. No more than 3 years' credit will be given for previous experience in another institution of higher learning. At the conclusion of his fifth full year of teaching, such teaching faculty member shall be considered for tenure.

After 5 years of full-time teaching at the College with the rank of Instructor or higher, a teacher without previous experience shall be considered for tenure. Such consideration shall involve the formal evaluation of the teacher by his division chairman and by the Academic Dean and the approval of the Rank and Tenure Committee. The President shall inform in writing the faculty member being considered for tenure of the results of these evaluations for tenure. Following the favorable recommendation of the immediate supervisor, the Academic Dean, and the Faculty Evaluation Committee, the President will recommend approval of tenure for such teacher to the Board of Directors and will inform the faculty member in writing of the decision with regard to tenure.

The termination of contracts of teaching faculty members having tenure shall be made sufficiently in advance so that adjustments may be made with the least hardship to both parties. Not less than 18 months' written notice shall be given to the faculty member and to the Faculty Association by the President except in cases of discharge for just cause.

Faculty members who have tenure and administrators who received tenure as faculty members are listed in the Schedule of Tenured Faculty.

At the age of 65 tenure shall be cancelled, and the teaching faculty member shall serve on a yearly basis at the discretion of the President upon consultation with the Academic Dean and appropriate division chairman.

Clause #147 C4(1)

TENURE POLICY: After the expiration of a probationary period, tenure shall be granted in accordance with the procedures listed below. After receipt of tenure, a faculty member's service shall be terminated only for adequate cause.

The probationary period at —— Community College shall be four years for instructional faculty and three years for professional faculty within a department from the date of the initial professional appointment to that department. The definition of semester for the sole purpose of eligibility for tenure for faculty appointed on a twelve month basis shall be:
Fall Semester 9/1 - 2/28
Spring Semester 3/1 - 8/31

Individuals whose initial appointment was for or during a spring semester will serve an additional semester of probationary service. By February 1st of each year, the Academic Department Chairperson or supervising Dean or Director in the case of professional faculty not attached to an academic department, and the Personnel & Budget Committee of each department shall consider those departmental members who are eligible and have applied for tenure and shall submit their recommendations to the Promotion and Tenure Committee. No later than March 1st, the Promotion and Tenure Committee will forward to the President its recommendations. These in turn shall be forwarded by the President to the Board of Trustees for their consideration. The Board of Trustees may, upon recommendation of the President, grant tenure. The President's refusal to recommend or Board of Trustees' refusal to grant tenure, following a favorable recommendation by the Promotion and Tenure Committee, shall only occur in rare instances and for compelling reasons which shall be communicated in writing to the candidate.

If a faculty member eligible for tenure is not recommended for it by the Promotion and Tenure Committee, then by April 1st of the last year of his probationary period, he shall be informed in writing by the President of the reasons for not recommending tenure. Non-recommendation for tenure shall constitute grounds for appropriate grievance. When tenure is not recommended during the last probationary year, the faculty member shall be so notified under the provisions for non-reappointment. Tenure will not be awarded by default.

Clause #148 B2(5)

TENURE: Tenure shall be defined as the guarantee that a Faculty member has continuous employment until retirement or dismissal for adequate cause. The determination to grant or deny tenure shall be made no later than at the end of a Faculty member's third full year of continuous full-time service at (the College). If tenure is granted, the affected Faculty member shall receive the status of tenure at the beginning of the fourth year of service. If tenure is denied, the affected Faculty member shall be granted a fourth year terminal appointment.

Any Faculty member who previously has been granted tenure and who has not resigned, retired or been terminated prior to the effective date of this Agreement shall continue to have the status of tenure as defined in this Agreement. No Faculty member who has been denied tenure prior to the effective date of this Agreement shall have any claim to the status of tenure under this provision or under any other provision of this Agreement. With respect to Faculty members employed on or before the effective date of this Agreement who have not been considered for tenure and who were employed prior to the 19--to-- academic year, the Administration has the option of making a tenure decision in accordance with the time period established by this Article or in accordance with the applicable probationary time periods as they existed prior to the effective date of this Agreement.

Clause #149 BS(3)

PERSONNEL POLICIES: SENIORITY

SENIORITY: An employee's seniority date shall be his/her original date of hire by the Employer (the first date an employee reports to work pursuant to the Employer's instructions), except as modified by this Agreement.

Employees shall continue to accumulate seniority for the duration of their employment including times they are on approved leaves of absence. Employees' seniority dates may be altered or lost by voluntary termination and absence from employment for 60 days. Failure of an employee to return from before the termination date of an approved leave of absence or terminatin from employment pursuant to procedures specified elsewhere in this Agreement. The provisions of this section will not preclude the Employer and the Union from reaching an agreement that in some instances employees who take approved leaves of absences do so under circumstances whereby they would lose their seniority or fail to accumulate seniority during said leave.

Clause #150 CS(1)

SENIORITY: In all cases involving promotion, transfers, layoffs or demotions due to layoff, or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal.

Continuous employment for the purpose of seniority shall be deemed broken for the following reasons: (1) If the employee voluntarily terminates his employment, (2) If the employee is laid off and is not rehired within one year, (3) If an employee who has been laid off fails to report within five working days after being notified to report and does not give a satisfactory reason, (4) If an employee is discharged and the discharge is not reversed through the grievance procedure, (5) If the employee retires.

Clause #151 FS(1)

SENIORITY: General Provisions. A. Employees in the Bargaining Unit who have completed their probationary period shall be entitled to seniority rights under this Agreement. Such seniority shall be based on length of service as a regular employee from the date of their last hire as such an employee. "Date of last hire" shall mean the date on which the employee actually begins work, irrespective of when such employee was advised that he or she had been hired.

B. If two or more employees have the same seniority date, they shall be ranked by the last four numbers of their respective Social Security numbers, the employee with the lowest number being given the highest rank.

C. Except as otherwise provided, an employee excluded from the Bargaining Unit shall have no seniority in the Bargaining Unit and if transferred to the Bargaining Unit, for purposes of layoff and recall, shall have seniority for such purposes from the date of such transfer.

D. Except as hereinafter provided, an employee who transfers to a position excluded from the Bargaining Unit, at his or her own request or through some action of the Employer, shall retain all accrued seniority earned prior to his or her transfer from the Bargaining Unit. When a University employee is returned to the Bargaining Unit through some action of the Employer, whose reason for effecting the employee's return to the Bargaining Unit shall not be challengeable by the Union, such employee shall be permitted to apply that seniority earned prior to his or her transfer out of the Bargaining Unit for the purpose of determining his or her proper placement in the Bargaining Unit, pursuant to the Reduction of Workforce and Recall Provisions of this Agreement, and establishing entitlement to other rights and benefits provided herein.

An employee who transfers or is transferred to a position excluded from the Bargaining Unit and thereafter exercises his or her seniority rights in returning to the Bargaining Unit must remain within the Bargaining Unit for eighteen consecutive months. Employees who transfer or are transferred outside the Bargaining Unit within such eighteen month period shall lose all seniority rights earned purusant to this Agreement. In those situations which are beyond the control of the individual employee the Local Union Bargaining Committee and the Director of Personnel, or his or her designee, shall review the circumstances pertaining thereto and, by mutual agreement, may waive the above provisions and/or reinstate the individual employee's seniority rights.

E. An employee granted a leave of absence pursuant to this Agreement shall during the period of his or her absence, retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.

F. An employee on layoff shall retain and continue to accumulate seniority except as hereinafter provided.

G. Loss of Seniority. An employee shall lose his or her seniority and shall be terminated for the folowing reasons: 1. He or she voluntarily terminates his or her employment. 2. He or she is discharged for cause, and such discharge is not reversed through the Grievance Procedure. 3. He or she retires or receives a pension under the Pension Plan of this Agreement. 4. He or she is absent from his or her job for three consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his or her last known address that he or she has lost his or her seniority, and his or her employment has been terminated. 5. If he or she does not return to work within ten working days when recalled from layoff. In proper cases, exceptions may be made. 6. Failure to return to work within the time limits of a leave of absence or an extended leave of absence. 7. If laid off for a period equal to his or her seniority or three years, whichever is less.

H. On or about May 4, 19-- the Employer shall furnish the Union with a list of all employees of the Bargaining Unit showing the seniority date and classification of each employee. A copy of this list shall be posted in the University's Personnel Office and a copy shall be provided for each Steward. Any employee who believes his or her seniority date to be incorrect must file a grievance within thirty calendar days of the initial posting of this seniority list. Thereafter, except for seniority dates changed as a result of a grievance filed in accord with this provision, such list shall be binding on all employees in the Bargaining Unit.

Clause #152 Ds(2)

SENIORITY: There shall be recognized the following categories of seniority:

1. Institutional and Division/Department or Area. A. Institutional seniority shall consist of all years of full-time teaching with the College since September of 1960. Institutional seniority shall prevail in all questions concerning staff reduction.

B. Division/Department or Area seniority shall consist of all years of full-time teaching within a Division/Department or Area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and summer assignments.

2. Transfers and Seniority. A. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.

B. A teacher who voluntarily transfers to another Division/Department or Area shall have no accumulated Division/Department or Area seniority in the Division/Department or Area into which he transfers. However, his Division/Department or Area seniority shall be higher than that held by any probationary teacher in the Division/Department or Area.

C. A teacher who transfers voluntarily to another Division/Department or Area shall not lose the seniority accumulated in that Division/Department or Area from which he transfers. A teacher who voluntarily accepts a special assignment outside of his Division/Department or Area, but remains in the bargaining unit, shall continue to accumulate seniority within his Department/Division or Area.

D. A teacher who is transferred involuntarily to another Division/Department or Area, shall carry with him the Division/Department or Area seniority accumulated in the Division/Department or Area from which he is transferred.

3. A teacher shall have the right to return from the following leaves and his

seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at — County Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to his Division/Department/Area provided the leave does not exceed one semester.

A. Professional Leaves of Absences.
B. Military Duty.
C. Maternity/Child Care.
D. Long-Term and Short-Term Disability.
E. Retraining.
F. Involuntary Leaves of Absence.
G. Public Service.

4. An employee shall lose his seniority through voluntary resignation and through discharge for cause.

5. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current Department/Division or Area seniority. Disputes concerning the accuracy of the list shall be filed with the Personnel Director within twenty days of publication of the seniority list. Should there be no satisfactory resolution within twenty days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty days the seniority list shall be conclusive on seniority rights.

Clause #153 D2(9)

DISCHARGE AND DISCIPLINE: The Employer shall have the right to discipline, suspend or discharge any employee for just cause. The term "just cause" includes all meanings and interpretations of that term as it is normally and commonly applied in collective bargaining agreements.

Dishonesty, gross insubordination, drinking on the job, or improperly being under the influence at work of alcohol, drugs or narcotics shall be grounds for immediate discharge.

Except for the reasons enumerated above, no employee shall be discharged unless he has received two other written warning notices within the preceding twelve month period which have not been reversed by the grievance procedure.

The Employer agrees to advise the Union if requested, in writing, of any discharge or disciplinary action and the reasons therefor.

Clause #154 FS(1)

FACULTY DISCIPLINE: A faculty member may be disciplined only by dismissal or by suspension. Except as otherwise provided in this Agreement, a faculty member may be dismissed or suspended only for the following reasons: (1) Serious professional misconduct or gross neglect of duty, (2) Incompetence, or (3) Conviction of a felony, (4) Physical or emotional inability, which is not temporary, to perform his/her academic duties.

This article shall apply in cases involving the question of (i) serious professional misconduct or gross neglect of duty, (ii) incompetence, or (iii) conviction of a felony.

Preliminary Procedures. When a question arises as to whether a faculty member should be disciplined, the matter shall be discussed informally in a private conference between the President or the President's designee and the faculty member. The faculty member may be accompanied by a colleague, selected by the faculty member, if he or she wishes.

If the matter is not disposed of by mutual agreement as a result of the private conference, the President or his or her designee shall request the Faculty Appeals Committee to conduct an informal inquiry into the matter.

If the formal inquiry into the matter does not result in an agreement between the President or his or her designee and the faculty member, the Faculty Appeals Committee shall inform the President and the faculty member of its recommendation as to whether formal proceedings should be instituted.

Formal Procedures. If, after receipt of the recommendation of the Faculty Appeals Committee, the President decides to institute formal proceedings against the faculty member, he shall send the faculty member a written statement of the charges against him with as much specificity as possible and a statement of the discipline he seeks to impose.

Within ten class days of receipt of the statements, the faculty member may request a hearing on the charges before the Peer Evaluation Committee. This request shall be made in writing and a copy shall be sent to the President.

If the faculty member requests a hearing before the Peer Evaluation Committee, his request shall be granted and the Committee shall hear the charges in accordance with the provisions herein.

If a faculty member is suspended pending final action by the Peer Evaluation Committee, he or she shall continue to be paid. The faculty expects that, pending final action by the Peer Evaluation Committee, the faculty member shall continue to perform his or her duties unless immediate harm to himself or herself or to others is threatened by his or her continuance.

If the faculty member does not request a hearing before the Peer Evaluation Committee within ten class days of receipt of the President's statements he or she shall be deemed to have resigned if the discipline sought by the President is dismissal or he shall be deemed to have taken a leave of absence without pay for the stated period of the proposed suspension if the discipline sought by the President is suspension.

Not earlier than thirty class days but not later than sixty class days after receipt of the faculty member's request for a hearing, the Peer Evaluation Committee shall commence the hearing with at least ten days written notice of the time, place, and date to the faculty member and to the President.

Within thirty days of receipt of the faculty member's request for a hearing, the Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to:

a. define the issues;
b. agree to a stipulation of facts;
c. provide for the exchange of documentary or other information and,
d. achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

Prior to the hearing, the faculty member concerned and the President may each disqualify one member of the Committee. A disqualified member of the Committee shall be replaced by a faculty member appointed by the Faculty Executive Committee.

The hearing conducted by the Peer Evaluation Committee shall be private, unless the faculty member, both parties and the Committee all agree that the hearing shall be public.

During the proceedings the faculty member will be permitted to have an academic advisor and/or a counsel of his own choice participate fully in these proceedings.

During the proceedings, the Board will be permitted to have an academic advisor and/or a counsel of its choice participate fully in the proceedings.

At the request of either party or of the Committee, one representative designated by the President of the Chapter and one representative designated by the President shall be permitted to attend the proceedings as an observer.

A verbatim record of the hearing or hearings shall be taken and a copy shall be made available to the faculty member without cost, at the faculty member's request.

The burden of going forward and the burden of persuasion that cause for discipline exists rests with the President.

The Committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The President or his or her designee shall cooperate with the Committee in its efforts in securing witnesses and having available documentary and other evidence.

The faculty member and the President, or their respective advisor or counsel shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and if possible provide for interrogatories.

In the hearing of charges of incompetence, the testimony may include that of qualified faculty members from the College and other instutions of higher education.

The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every reasonable effort will be made to obtain the most reliable evidence available.

Within five class days of the conclusion of the hearing, the Peer Evaluation Committee shall send its decision to the faculty member and to the President. The decision shall be in writing, shall state the reasons for the decision, and shall be based solely on evidence in the record.

Within twenty class days of receipt of the Peer Evaluation Committee's decision, the Committee and the faculty member shall be informed by the President in writing as to whether the Board accepts or rejects the decision of the Committee. If the Board rejects the decision of the Committee, it shall inform the Committee and the faculty member of the reasons for its decision.

If the Board accepts the decision of the Peer Evaluation Committe, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agent, servants, or employees or the Chapter. The Chapter shall have no right or remedy against the Board, its agents servants or employees.

If the Board rejects the decision of the Peer Evaluation Committee, the Chapter may submit the question as to whether the faculty member shall be disciplined to binding arbitration in accordance with the provision of Grievance and Arbitration.

Clause #155 B2(6)

DISMISSAL AND DEMOTION: No member of the bargaining unit may be demoted. Discharge of a non-probationary member of the Bargaining Unit may be only for reasonable or just cause after charges, notice and hearings, as hereinafter provided. All Charges of misconduct against an employee shall be made in writing signed by the Executive Vice President of the College. Notification of dismissal and a copy of the charges shall be supplied the member of the bargaining unit by certified mail by April 15 prior to the end of his/her current annual contract. In cases of serious misconduct, written notification and hearings shall be waived as prerequesite to dismissal, this in no way removes the obligation to provide such written notification and hearings within a reasonable amount of time following dismissal.

The employee may appeal the decision of the College by so notifying the College. Such appeal shall begin at Step 3 of the Grievance Procedure.

Clause #156 DS(4)

DISCIPLINE, SUSPENSION OR DISCHARGE: General Provisions: The University agrees upon the discharge, suspension or discipline of an employee to promptly notify, in writing, the employee and the Steward of the employee's district of the discharge, suspension or discipline. The University also agrees to provide the Steward with a copy of such notice for the Chairperson of the Grievance Committee and place a copy in the employer's personnel file.

A discharged or suspended employee will be allowed to discuss his or her discharge or suspension with the Steward of the district, and the Employer will make available an area where he or she may do so, before he or she is required to leave the property of the Employer. Upon request, a representative of the Employer will arrange to meet with the discharged or suspended employee and his or her Steward prior to the employee leaving the premises.

Appeal of a Discharge or Suspension: Should a discharged or suspended employee consider the discharge or suspension to be improper, he or she may present a grievance in writing through the Chairperson of the Grievance Committee to the Director of Personnel, or his or her designee, at the Third Step of the Grievance Procedure within three working days of receipt of written notice by the Chairperson of the Grievance Committee (or if unavailable, a member of the Grievance Committee, or the Local President) of the suspension or discharge.

Appeal of a Written Reprimand: Should an employee who receives a written reprimand consider the discipline to be improper, a grievance may be initiated at the First Step of the Grievance Procedure.

Use of Past Record: In imposing any discipline on a current charge the University agrees not to take into account any prior minor infractions of record (in an employee's personnel file) that occurred more than two years previously or major infractions of record (in an employee's personnel file), such as fighting, drinking while on duty, or any type of immoral act, that occurred more than three years previously, except those which constitute a felony under State or Federal law.

Clause #157 DS(2)

DISCIPLINE: No employee shall be disciplined except for just and sufficient cause. No disciplinary notice (including a warning notice) shall be valid unless it is in writing, states the specific grounds and circumstances on which it is based.

The failure of an employee or the Federation to grieve or protest a warning notice shall not be deemed to be an admission by the employee or the Federation that any statement in the warning notice is true.

Clause #158 BS(3)

DISMISSAL OF TENURED FACULTY: Anyone who holds tenure at (the College) may be dismissed from his/her position only for adequate cause proved by a clear preponderance of the evidence. Adequate cause shall be understood to mean any of the following:

professional incompetence due to either physical or mental disability;

professional incompetence manifested by gross negligence of duty, or grave and continued disregard of scholarly standards or professional responsibilities (advocacy of an unpopular cause or opinion shall not in itself be considered adequate cause for dismissal);

conviction of an act constituting a violation of law and involving moral turpitude;

a demonstrably bona fide financial condition at (the College) that necessitates the abolition of the position held by a Faculty member. (If a tenure appointment is terminated for this reason, the dismissed Faculty member's position shall not be filled by a replacement within a period of three years, unless the released Faculty member has been offered reinstatement and has declined.)

Clause #159 BS(3)

DISCIPLINE AND DISCHARGE: For purposes of this Agreement, the term "discharge" shall be limited to mean the termination of an appointment of a GTF (Graduate Teaching Fellow) at a date prior to the ending date of the appointment.

Disciplinary sanctions shall be limited to oral or written warning or reprimand, suspension and discharge. Disciplinary sanctions shall be imposed only for cause and those more severe than oral or written warning or reprimand shall be imposed in accordance with the principles of progressive discipline where the application of such principles is not inappropriate.

If suspension or discharge is imposed, the GTF who disagrees with the sanction may seek review through the grievance procedure provided in this Agreement or may use the formal hearing procedure provided in the Board's Administrative Rules. A grievance concerning discharge may be filed at Step 3 of the Grievance Procedure.

When suspension is the sanction, it will be without pay. When suspension is the precursor to further sanction, it will be with pay until a decision is rendered at Step 3 of the Grievance Procedure or, if the formal hearing procedure is used, until the President renders a decision.

Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GTF for less than satisfactory progress toward a degree. However, a department shall not discharge a GTF or unilaterally reduce a GTF's FTE during the period of an appointment for failure to maintain satisfactory progress toward a degree if such status is related to thesis or dissertation requirements without having given the GTF a written warning and a reasonable time, not to exceed one academic quarter, to re-establish satisfactory progress.

The notation of an investigation concerning a potential disciplinary matter shall be placed in a GTF's personnel file only in cases where formal charges have been brought or a sanction has been imposed.

Upon written request of a GTF, the record of a written warning or reprimand shall be removed from the GTF's personnel file upon the earliest occurrence of one of the following: (1) award of the graduate degree; (2) the end of a period of continuous appointment as a GTF (summer terms excluded); or (3) one year from the date of the warning or reprimand if no other written warnings or reprimands have been issued. Materials so removed shall not be used with respect to later disciplinary actions, decisions concerning reappointment or any other decisions which would adversely affect the GTF concerned.

Clause #160 ES(1)

TERMINATION AND OTHER ACTIONS: Just cause shall be defined as: incompetence, or misconduct.

Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six months in advance of the effective date of such termination, except that in cases of misconduct or where it appears to the President or representative that an employee's actions adversely affect the functioning of the university or jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative may make the termination effective immediately. During the six months period following notice, the employee may, in the discretion of the President, be reassigned.

Disciplinary Action Other Than Termination. The Board retains its right to impose other disciplinary action for just cause including, but not limited to, suspension with or without pay. Counseling shall not be considered disciplinary action under this section.

Suspension Pending Investigation. The President or representative may immediately suspend an employee from the performance of duties where the President has reason to believe that the employee's presence on the job would adversely affect the operaton of the university. Such suspension shall be with pay. Within two days, excluding weekends and official holidays, following such suspension, the President or representative shall cause a written notice, including a statement of the reason, to be served upon the employee.

All notices of disciplinary action shall include a statement of the reasons therefor. Any disciplinary action taken under provisions of this Article shall be subject to Grievance Procedure.

Clause #161 C2-4(1)

RETRENCHMENT: If retrenchment should occur, the University, after meeting with the Assembly, shall apply retrenchment in accordance with the qualifications of the Faculty to best meet its remaining institutional needs.

If the qualifications of the Faculty are relatively equal, tenured Faculty shall be accorded priority for retention over untenured Faculty, and more senior Faculty over less senior Faculty within each group. For the purposes of this section, seniority is defined as the total period of continuous full-time service since the initial date of appointment, with the understanding that of two Faculty Members having the same period of service the one with the higher rank, or placed at the higher step within the same rank, shall be regarded as the more senior.

No retrenchment shall be effectuated with respect to full-time personnel in an academic department or division or other comparable unit while other individuals in the same unit are teaching overload in the same subject, or while the same type of work is being done by lecturers or part-time personnel in the same unit of organization.

The University shall notify persons affected by retrenchment as soon as practicable and, barring circumstances beyond its control, shall provide the following notice of termination.

For those holding a term appointment: at least four months;

For those holding tenured appointments: at least twelve months.

At the time of retrenchment, the University shall give special consideration for placement within the University to a Faculty Member whose services might be terminated as a result of retrenchment, provided that a suitable position vacancy is available in a classification appropriate to the bargaining unit, for which the Faculty Member is otherwise qualified.

For a period of 36 months following retrenchment, a tenured Faculty Member who is not otherwise employed in the University in a position comparable to the one held prior to retrenchment shall be offered reemployment in the same or similar position at the campus at which he was employed at the time of retrenchment should an opportunity for such reemployment arise. Offers of reemployment shall be in inverse order of layoff. Any offer or reemployment must be accepted within thirty days after acknowledged receipt of the offer or forty-five days after dispatch by registered or certified mail to the last recorded address of the Faculty Member, whichever shall sooner occur. In the event such offer of reemployment is not accepted, the Faculty Member shall receive no further consideration. The offer of reemployment shall be made by personal delivery or by registered or certified mail to the last address of the Faculty Member recorded at the University. It is the Faculty Member's responsibility to keep the University informed of changes of address.

Reappointment of Retrenched Faculty.

a. A retrenched Faculty Member reappointed to a position in the same organizational unit from which he was retrenched shall carry with him full credit for all years which would be applicable to tenure and/or promotion in rank. In addition, all other benefits which have accrued in the organizational unit from which he was retrenched shall adhere to the Faculty Member.

b. A retrenched tenured Faculty Member reappointed to a position other than the one from which he was retrenched shall be treated in accordance with this Agreement.

c. A retrenched non-tenured Faculty Member reappointed to a position in an organizational unit other than the one from which he was retrenched may be credited with service applicable to tenure and/or promotion in rank. A written request for such credit must be approved by the appropriate chancellor.

The University shall not employ new full-time Faculty Members in any organizational unit in which a layoff is effective until such time as all qualified retrenched persons eligible for recall in the organizational unit have been offered such recall.

Retrenchment shall not refer to non-renewal of appointments under Article VII or disciplinary actions.

Clause #162 F2-4(1)

STAFF REDUCTION PROCEDURES: 1. An employee may be laid-off as a result of demonstrable financial exigency or enrollment reduction; or as a result of a modification of curriculum or program instituted through established procedures.

2. If the Board deems it necessary to lay off employees, the employees in the level of organization to which the layoff applies shall be laid off in the following order: (a) Temporary and part-time employees, (b) Full-time employees without tenure, (c) Tenured employees.

3. No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

4. Each University and the Board shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees, first within the University, and second within the Board of Governors system and to make known the results of the effort to the person affected. A laid-off employee who accepts such alternate or equivalent employment may, with Board approval, retain accumulated rights or benefits.

5. Employees should be informed of a layoff soon as practicable but in no case, except that of extreme and immediate financial exigency, with notice less than that which would be provided in the case of nonreappointment.

6. Each University will maintain a list of employees who are laid-off for a period of two years after the layoff. If an employee's prior position is reinstated during such period, the employee shall be sent notice of that fact at the employee's last know address and offered re-employment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.

7. An academic employee who held a tenured position on the date of layoff shall resume tenure if the position is reinstated and an offer of re-employment in that position is accepted. An employee who has been laid-off and who accepts re-employment at a University shall, upon re-employment, be credited with any sick leave which the employee had accrued as of the date of layoff; and with any annual leave which the employee had accrued as of the date of layoff and for which the employee has not received payment. The salary of an employee whose position is reinstated and who accepts an offer of re-employment in the position shall be adjusted to reflect nondiscretionary increases to which the employee would have been entitled if not laid off.

8. An employee who is laid-off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedure governing the administration of such insurance programs or the State Universities Retirement System so permit.

Clause #163 D4(1)

LAYOFFS: Notwithstanding the provisions of this Agreement, there shall be no layoff of tenured Faculty for the life of this Agreement, subject to the understanding, however, that the college reserves its right to review the subject matter of layoff during any future collective negotiation between it and the Federation by reason of the colleges ongoing responsibility to manage its affairs in accordance with sound business and academic principles.

Clause #164 BS(3)

LAYOFFS AND RECALL: 1. The Employer shall notify the Union in writing of all impending reductions in force prior to notification of employees, including the number of employees involved, the names and classifications of the employees, the date the action is to be taken, and the reason for the reduction.

Personnel Policies: Retrenchment/Layoff/Recall (Cont'd.)

2. When a reduction in staff is necessary, the following procedure shall be followed:

a. The employee with the least amount of seniority in any classification will be the first laid off from that job, but he may replace an employee with less seniority in any classification, providing he has the qualifications to satisfactorily perform the job and has greater seniority.

b. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves move back and replace employees having less seniority in any classification, providing such employee has the necessary qualifications and seniority.

c. Any employee who is so displaced shall receive his present rate of pay or the maximum of the lower job classification whichever is lower.

d. Employees who have suffered any bump backs shall be given credit for full bargaining unit seniority in the lower classification for purposes of any future downward moves.

e. Notice of such layoffs shall be given two weeks before the scheduled layoff.

3. In the event of a layoff expected to exceed six months, the laid-off employees shall receive severance pay according to the following schedule:

Service	Severance Pay
6 months through 1 year	1 week's pay
1 through 3 years	2 weeks' pay
4 or more years	3 weeks' pay

In the event an employee is recalled to work prior to the first six month period, all severance pay received shall be remitted to the Employer in a manner mutually agreeable. Any employee who is not paid severance pay at the time of layoff, shall receive payment according to the above schedule if the layoff exceeds six months.

4. Any employee who is laid off and is recalled in less than one year shall maintain the original date of hire.

5. Any employee laid off shall be placed on the recall list for a period of one year, or equivalent to the length of service whichever is less.

6. The Employer agrees to continue health and welfare contribution payments for thirty days after layoff.

7. The Employer, upon rehiring, shall do so in the inverse order of seniority. He shall rehire the last employee laid off; providing, however, that such employee has the qualifications for the position for which he is rehiring. Under no circumstances shall the Employer hire new employees while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed.

8. An employee recalled and reinstated to the former position held at the time of layoff shall receive his former rate of pay in addition to any wage increases

which were applied to his job classification during the period he was on layoff status.

9. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee. It is the responsibility of the employee to keep the Employer informed of his current address.

Clause #165 FS(1)

FACULTY REDUCTIONS: 1. If the College determines that it is necessary to reduce or eliminate faculty positions, reasons for such reductions or eliminations must be for financial exigencies, reductions in program offerings, or decline in enrollment.

2. The Academic Dean shall notify the Program Directors of the need for faculty reductions or eliminations and the reasons for such reductions or eliminations in writing. In program area meetings the Program Directors shall review the notification of the Academic Dean with all members of the program area. The results of the program area review shall be advisory, and shall be submitted to the Academic Dean in writing by the Program Director. The final decision shall be made by the College.

3. The faculty members affected by the required faculty reductions or eliminations shall receive by certified mail the notification from the College of the intent not to renew their contracts no later than February 15. When possible, the College will give such notice in advance of February 15. Based upon the College's knowledge of the provisions of Sections 1 and 2 of this Article, the notification shall include the College's interpretation of how the reason in Section 1 applies to the individual faculty member affected.

4. If any full-time tenured faculty member is terminated as a result of the application of Section 5 of this Article, he or she will receive a severance pay in the amount of one-half day's pay for each month of employment with the College or $4,600.00, whichever is greater, provided that if such notice is given in advance of February 15 the amount of severance pay shall be reduced by one-sixth for each month of such advanced notice. Such severance pay shall be based on the salary agreed upon in the most recently negotiated contract.

5. In the event faculty reductions or eliminations are necessary, staffing needs based on program offerings shall serve as the guidelines for faculty reductions or eliminations. Consideration also shall be given by the College to faculty qualifications and seniority in the program area. Termination shall then be in the following order:
a. Attrition, b. Voluntary resignation, c. Full-time non-tenured faculty, d. Full-time tenured faculty.

6. The College shall notify in writing the faculty member affected of the reasons for this reduction or elimination. Upon request of and prior to a reduction termination of a tenured faculty member, an effort shall be made to reassign said faculty member to any vacant or non-tenured faculty position for which he or she is qualified. If it is determined that an additional full-time position is needed because of a vacancy or a new position in a College educational program, this position shall be offered first to said qualified faculty member whose contract was cancelled last. The College has no obligation to rehire after two years.

7. A terminated faculty member shall be notified of a contract offer for a position for which he or she is qualified thirty calendar days prior to the date the position is to be filled. The faculty member shall be allowed ten calendar days after he or she has received formal notification to accept the position. If he or she does not accept the position, the College shall have no further employement obligation to that faculty member. A faculty member who is rehired under the procedures outlined shall be hired at the same rank as before the contract was terminated and with all other rights, privileges and salary considerations.

Clause #166 D4(2)

LAY-OFF - FACULTY: Whenever necessary to decrease the size of the full-time faculty staff by lay-off because of a substantial decrease in student population in the College or for other economic reasons, the College first will attempt to prevent lay-offs through Internal Transfers and/or filling out-of-loads outside of the faculty members regularly assigned disciplines. 'If any faculty are unable to obtain a load within the Class Offerings of the College not already assigned to a full-time faculty member as part of their regular load, the College, upon recommendation of the Executive Vice President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued College faculty seniority.

Should it become evident that a particular department will be unable to function because of a seniority reduction of staff, inter-departmental transfers of qualified staff members shall be considered. Should this not resolve the problem, the College and the Association shall meet and mutually identify "Key Personnel" whose functions are essential for the continued operation of College programs. Such "Key Personnel" shall be exempt from the lay-off provisions.

When circumstances shall be appropriate, each faculty member placed on lay-off as aforementioned shall be recalled in inverse order of his/her placement on lay-off when a position, for which he/she is qualified for, is available. If the equivalent of a regular load (16 credit hours) is available, not already assigned as part of a full-time faculty members regular load, within a discipline or disciplines for which a laid-off faculty member or members are qualified, said load shall be considered an available position.

Such recall shall not result in loss of status or credit for previous years of service.

The College shall notify qualified faculty members on lay-off of available positions or vacancies by certified mail at the faculty member's last known address. No new appointment for available positions or vacancies for which a faculty member is being recalled, shall be made within 15 calendar days from the date of the notification.

If more than one qualified faculty member placed on lay-off applies to fill an available position or vacancy, the applicant having the greatest seniority shall be offered the position or vacancy.

A laid-off faculty member's right to recall shall terminate after three years on lay-off.

Clause #167 DS(4)

SEARCH AND SCREENING PROCEDURES: Hiring and Faculty Involvement. Decisions on the hiring of faculty members and the terms of their employment shall be the sole and exclusive right of the Board. However, the terms of their employment contracts shall not violate the terms of this Agreement.

All openings for full-time faculty positions shall be posted in each subdivision, provided that such postings shall not be deemed to obligate the college to hire any number of applicants.

Except where conditions necessitate that interviews take place other than in the immediate locale of the college, two or more faculty members in the subdivision and course area for which prospective faculty members may be hired, where available, shall be invited to participate in interviews of all prospective full-time faculty members and to make written recommendations to their associate deans concerning the employment of the candidates. At least one of the faculty members participating in such interviews shall, whenever possible, be teaching in the same field or subject area for which the candidate is being considered. Faculty members invited to participate in the interview shall be given the basic information needed to enable them to assess the applicant.

No individual shall be hired as an intern who (1) has a Master's Degree in the subject(s) to be taught or is qualified to teach the subject(s) for which he is being considered, and (2) is not enrolled in an internship course at a university.

Clause #168 D2(11)

SELECTION ADVISORY COMMITTEES: Selection and Review of Departmental Chairpersons. When a new chairperson of a department (or administrator of equal function) is to be appointed, a committee shall be formed to seek and recommend candidates to the dean. Such committees shall include not less than one-half membership of bargaining unit members elected by the department for which the chairperson is being sought and no more than one-third committee membership appointed by the dean from outside the unit. The remaining member(s) shall be appointed by the dean from among bargaining unit members in the department in question. This structure shall not obtain in those departments with fewer than five tenured full-time faculty, in which case the membership of the committee shall include not less than two-thirds bargaining unit members including representation from the department in question. A slate of at least three candidates for chairperson shall be presented to the dean.

If none of the candidates is acceptable the committee shall readdress the question. If a second slate of candidates is unacceptable the matter shall be forwarded to the Provost for whatever action or decision he or she deems appropriate.

Prior to the appointment or reappointment of an acting chairperson the dean shall consult with the selection advisory committee, and/or the departmental personnel committee, and/or the department tenured faculty, and/or the department tenured and non-tenured faculty.

Terms of appointment shall not exceed five years. One year prior to the end of the term of a chairperson, upon the request of either the dean or a majority of the faculty of the department a review committee, comprised of tenured bargaining unit members of the department shall be formed. At least sixty percent of the committee shall be elected by the department. This committee shall evaluate the progress of the department and the effectiveness of the chairperson and shall forward a report to the dean.

Selection and Review of Deans - When a new dean of a school or college or the Director of Health and Physical Education is to be appointed a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include not less than one-half membership of bargaining unit members elected by the college for which the dean is being sought and no more than one-third membership appointed by the President (or his/her designee) from outside the unit. The remaining member(s) shall be appointed by the President (or his/her designee) from among bargaining unit members in the college in question. A slate of at least three candidates for dean shall be presented to the President (or his/her designee).

Prior to the appointment or reappointment of an acting dean the President (or his/her designee) shall consult with the selection advisory committee and/or an appropriate faculty committee of the college.

Terms of appointment shall not exceed five years. One year prior to the end of a term of a dean, upon the request of either the Provost or a majority of the appropriate faculty council or governing body a review committee, comprised of tenured faculty members of the school or college, shall be formed. At least sixty percent of the committee shall be elected by the college. Such a committee shall evaluate the progress of the school or college and the effectiveness of the dean and shall forward a report to the President or his/her designee.

Selection and Review of Directors - When a new director of the Libraries, Archives or Admissions is to be chosen, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include not less than twenty-five percent membership of bargaining unit members from the unit for which the director is sought and not less than fifty percent bargaining unit members.

Terms of appointment shall not exceed five years. One year prior to the end of the term of a director, either the President or his/her designee or the Policy Committee of the University Council may request a review committee be formed. Such a committee shall evaluate the progress of the unit and the effectiveness of the director and shall forward a report to the President or his/her designee.

Other Procedures - Nothing in this article shall preclude the appropriate appointing administrative officer and the affected faculty group from developing alternative mutually acceptable procedures for selection and review instead of those outlined above. Any such agreement must be ratified by two-thirds of the voting faculty in question and is assumed to be case specific. Moreover, this section does not preclude the traditional rights of faculty to meet as individuals with appropriate administration officers to voice their opinions.

Clause #169 D4(4)

ADMINISTRATIVE SEARCH COMMITTEE: When the nature of the open administrative position has been determined and the job criteria established by the Administration, and when feasible, and if time permits, a Search Committee shall be formed and charged with the responsiblity for advertising the position, screening credentials, following affirmative action procedure, interviewing candidates, and recommending the person to be offered the position. The Search Committee shall be composed of faculty members, administrators and students. When the search is completed, the Committee shall make its recommendations in writing to the Administration. The recommendations shall be accompanied with the supporting data, including but not limited to:

the candidate's credentials;
samples of any publications or other scholarly work;
written statements from faculty and administrators from other institutions where the candidates have been employed, if such are not included in the credentials;
written statements from all persons who took part in the interview.

The Committee's recommendations shall be given to the Administration for appropriate action.

Clause #170 E4(1)

FACULTY PARTICIPATION IN SELECTION PROCESS: Selection of Deans - Whenever a vacancy occurs in one of the positions mentioned, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily, the committee shall have 5 members drawn from segments of the College most immediately concerned, or who have special knowledge of the requirements of the position to be filled. Two faculty members elected by the faculty, shall be included, and student member(s) shall be appointed when deemed appropriate. Candidates for the position will not be eligible to serve on such committee. The committee membership may be enlarged when wider representation of interest is desirable. The committee will select its own chairman.

The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

Selection of Vice Presidents - When the search for a Vice President is the responsibility of the College, the provisions of this Article shall apply. When the search for a Vice President is undertaken by the Board of Regents, the procedures determined by the Board will be followed.

Posting of Positions - All new and vacant positions shall be posted on the bulletin board for one week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten days after the end of the posting period.

Initial Appointment - New faculty shall be recommended initially by the Department Chairman after consultation with the departmental Advisory Committee or the whole department. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs who will consider the recommendation of the divisional Dean and the Department Chairman. The Department Chairman shall be notified within two weeks of the President's action on the recommendation for appointment.

If the President after consultation with the appropriate administrative officers finds reason to reject a recommendation for appointment, he shall transmit the reasons in writing to the Department Chairmen concerned.

Clause #171 A2(4)

DESIGNATION AND RECALL OF CHAIRPERSONS: Designation of Department Chairpersons. The decision to select from within or to recruit from without the department or to conduct a "mixed" search shall be a joint decision of the department and the dean.

A. Both parties are agreed that the authority for designation of departmental chairpersons should be shared by faculty and administration, and that every effort should be made to designate chairpersons who are acceptable to both parties.

B. To this end, departments shall have a local option to elect, have appointed, or otherwise select their chairperson as determined by a majority of full-time department members. If a department chooses the election option, and if the chairperson is then elected by at least a two-thirds majority of full-time members, the dean will ordinarily be expected to approve. In those rare instances where he does not approve, he will be required to present his reasons in writing to the department. If upon consideration two-thirds of the department finds such reasons unsatisfactory, the matter shall be finally resolved on appeal by a five member joint committee of two faculty selected by (the Union) and two deans selected by the deans' council who shall in turn select a fifth member. The committee shall not include either the affected dean or any of the faculty members from the department involved in the appeal.

C. If the election of a chairperson is by a lesser margin than described above, then at least two names must be presented to the dean.

D. If the department chooses the appointive (or similar) option, the department will present the dean with not less than two candidates whom it deems satisfactory. The department may rank the panel of satisfactory candidates in order of preference.

E. Where the department does not make a recommendation in accordance with sub-sections (B), (C) or (D) above, the dean will appoint the chairperson on an interim basis not to exceed one year from date of appointment.

F. Chairpersons shall have a fixed term of two years unless the particular department chooses a different fixed term. Chairpersons may be re-elected for successive terms except in departments which choose to limit the number of terms.

Recall of a Department Chairperson - Recall of a department chairperson will occur if the chairperson has, (1) lost the confidence of the department as evidenced by 2/3 majority vote of the department, or, (2) lost the confidence of the dean as evidenced by objective reasons stated in writing to the department.

If the 2/3 majority of a department's full-time members vote to retain a department chairperson when the dean has evidenced loss of confidence, the matter shall finally be resolved by a five member joint committee of two faculty and two deans who shall in turn select a fifth member. The committee shall not include either the affected dean or any of the faculty members from the department involved in the appeal.

Full-time department members are those regular department members who are full time employees of the University, and during the academic year under consideration carry a work load in the department equivalent to 12 semester hours or more. Each department may determine for itself the voting rights of members under partial contract or on leave.

Clause #172 A4(1)

H. MEETINGS

MEETINGS: The President of the College, or a designee, and the President of the Federation, or a designee, shall meet at least once each month to discuss and consult on matters affecting the terms and conditions of employment of bargaining unit members and on any other matters related to this Agreement, unless both parties agree that no meeting should take place in any particular month.

Clause #173 BS(3)

UNION-ADMINISTRATION MEETINGS: The Board and the Union encourage and favor periodic meetings between the Presidents of the respective Colleges and Union Chapter officers and similar meetings of the Chancellor and the executive officers of the Union to discuss mutual problems not concerned with specific grievances but with the overall relationships between the parties to this Agreement. At least one of these meetings shall be held each semester between the College President and his staff at each College and Union Chapter officers for the purpose of promoting better understanding of the Agreement. Similarly, at least one meeting shall be held each semester between the Chancellor and the executive officers of the Union to promote better understanding of the Agreement. Such meetings shall be arranged as required by applicable circumstances at the mutual convenience of the Board and Union representatives concerned. The Chancellor or his designee shall meet with no more than five representatives of the Union within twenty-four hours at the request of either party to discuss matters relating to this Agreement. The President of each College and the Chapter Executive Committee shall meet within twenty-four hours at the request of either party during the academic year to consult on questions relating to this Agreement.

The Chancellor and the Union President shall meet on a regular basis once each month to discuss matters that are subject to collective bargaining and that will further the educational goals of the Colleges.

Clause #174 D2(3)

I. LONG-RANGE PLANNING

ACADEMIC PLANNING: 1. Each year a three year Academic Plan will be written and updated for each department, college and for the entire University, each of which will take into account the long and short-term needs of the particular component involved: courses, curriculum, staffing, class size, library and equipment needs, student needs, physical facility needs, available resources, financial factors and all other relevant considerations. The procedures to be followed in the development of such plans will be as follows:

2. Each year the Administration will prepare and submit all pertinent data (e.g., budget, enrollment and other statistics) to be used in the annual revision of a three-year Academic Plan for the University. The Administration, in consultation with the University Academic Planning Committee (UAPC) will review the data and present guidelines (or parameters), as the framework for academic planning. All such guidelines with supporting data will be submitted to the DAPC's and CAPC's through the deans and department chairpersons.

3. A Departmental Plan will be formulated by each Departmental Academic Planning Committee (DAPC). The DAPC will be composed of at least four full-time faculty members and one adjunct faculty member (if any has served in the department for at least the three most recent semesters). Committee members will be elected by the department faculty. The department chairperson will serve as chairperson of the DAPC. If the department chairperson elects not to chair the DAPC, it will elect its own chairperson. If the department has fewer than four full-time members, the department will work as a Committee of the whole, with one adjunct member (provided such adjunct has served for at least the three most recent semesters).

4. The DAPC will formulate a comprehensive three-year plan for the department which will be updated yearly thereafter.

5. The Department Plan, along with supporting data, will be transmitted by the department chairperson to the appropriate College Academic Planning Committee (CAPC). Any member(s) of the DAPC who does not agree with the Departmental Plan, or parts of the Plan, may include a signed minority report with the Plan.

6. The CAPC, which will be elected to be representative of the College faculty, will be chaired by the dean. If the dean decides that he will not serve as chair of the CAPC, the Committee will elect a chair. The CAPC will review each Departmental Plan and integrate it into the total Plan for the college. The procedures for the election of the CAPC will be determined by the JSC (Joint Staff Council).

7. The College Plan, along with supporting data, will be transmitted by the dean to the University Academic Planning Committee (UAPC). Any member of the CAPC who does not agree with the College Plan, or parts of the Plan, may include a signed minority report with the Plan. The College Plan will be open and available to all constituents, except that supportive data of a personal nature will be kept confidential.

8. The UAPC, which will be elected to be representative, of the University faculty, will be chaired by the Provost. If the Provost decides that he will not serve as chair of the UAPC, the Committee will elect a chair. The UAPC will review each College Plan and integrate them into a comprehensive Plan for the University. The procedure for the election of the UAPC will be determined by the JSC.

9. The University Plan, along with supporting data, will be transmitted by the Provost to the President. Any member of the UAPC who does not agree with the University Plan, or parts of the Plan, may include a signed minority report with the Plan. The University Plan will be open and available to all constituents, except that supportive data of a personal nature will be kept confidential.

10. The President will review the University Plan and accept it or return it to the UAPC for revisions. If the President does not accept the UAPC's final Plan, he will meet with the UAPC to explain his reasons. If differences remain, the President will provide a written explanation of them to the University Community. Once a plan has been approved by the President and the Board of Trustees, the University will be committed to its implementation, provided that such Plan does not alter or modify any of the terms of this Agreement.

11. In the event of unpredicted changes in enrollment or financial factors, guidelines will be revised by the Administration in consultation with the UAPC and submitted to the affected colleges and departments who will modify their plans accordingly. This will not preclude the Administration from making necessary decisions concerning course additions or cancellations or other similar decisions required by short-term fluctuations in enrollments.

12. This planning process will begin early in the Spring 19— semester and will be completed prior to December 31, 19--. Updating of plans will be completed during the Fall semester of each year thereafter.

13. The timetable for completion of each step in this academic planning procedure will be established by the Joint Standing Committee.

Clause #175 B4(4)

LONG RANGE PLANNING: To provide for the continuous assessment of the status and direction of the University, it is the intention of (the College) to establish an advisory committee on long range planning which shall include representatives from a variety of University constituencies including Board of Trustees, administration, faculty, students and professional staff.

Clause #176 D4(5)

J. STUDENT AFFAIRS

STUDENT PARTICIPATION: The Board and the (the Union) recognize the necessity and desirability of student participation at all levels of academic decision making in accordance with the following guidelines:

1. All parties shall support and work cooperatively with the elected student government.

2. Students shall have the right and responsibility of participation in all academic unit meetings and in all unit committees in accordance with the terms of this agreement. Student representation shall be at least thirty percent of the total committee membership, but in no case shall exceed five representatives. Student representatives shall have full participatory rights except as otherwise provided in this agreement. Student representatives may be excluded from any unit decision which directly affects academic evaluation and standing of individual students. Unit chairpersons or deans shall meet and confer with (the student association) to determine the appropriate process for the selection of student representatives.

3. Students shall have the right and responsibility of participation in all faculty and/or administration committees, both standing and ad hoc. The number of faculty representatives on any committee shall not be reduced to achieve the specified level of student representation. Student representation shall be at least thirty percent of the total committee membership, except:

a. Students shall not participate in the Executive Committee of the Senate, The Faculty Benefits Committee, the Faculty Council, the Service Committee, and the Appeals Committee.

b. Student participation in the Faculty Senate, the Graduate Council and the Research Advisory Council shall be determined by the Senate but (i) the Senate shall include at least two students as non-voting members and (ii) both the Graduate Council and the Research Advisory Council shall include at least three graduate students.

c. Student participation in search committees for University administrative positions other than President, Vice President, Associate Vice President, Dean, Director of Student Services, and Athletic Director may be less than thirty percent.

Student representatives shall have full access to information and voting privileges except as otherwise provided in this agreement. The President of (the student association) or his/her designee, shall appoint the student representatives to faculty and/or administration committees.

4. In the event (the student association) elects to refrain from participation or fails to exercise their prerogative to participate within a reasonable time, the meeting or committee may proceed without student participation and the process shall not be flawed by the absence of student participation.

DEPARTMENT-STUDENT AGREEMENTS: Only democratically elected student governing bodies may negotiate agreements with a department of a College and such agreements may be reached only in the area of curricula matters, and shall be subject to the approval of the College President; except that if an agreement has been made between a department and a student group prior to the signing of this Agreement, it shall not be effective unless hereafter approved by the College President.

No agreement signed with the student governing body nor any agreement hereafter approved by a College President shall abrogate the rights of faculty members under this Agreement and the Board Rules.

Such Department-Student agreements shall be reviewed by the Vice Chancellor for Faculty and Instruction.

Clause #178 D2(3)

STUDENT/FACULTY RATIO: 1. The student/faculty ratio is defined as the ratio of fiscal year equated students (FYES) to full-time equivalent faculty (FTEF).

In the event that the student/faculty ratio exceeds, or is projected to exceed, 19.5/1, (the college) agrees to increase the size of the bargaining unit to a level that brings the student/faculty ratio below 19.5/1. In the event that the student/faculty ratio drops or is projected to drop below 17.5/1, (the college) may institute layoff procedures.

In the event of a layoff, (the college) agrees to institute recall procedures whenever it is necessary, but in any event, no later than when the student/faculty ratio thereafter exceeds or is projected to exceed 18.5/1.

A. The FYES figure shall include all on-campus credits and all off-campus courses taught as part of a regular teaching load assignment during the fiscal year. Conversion from student credit hours (SCH) to FYES shall be by the formula, thirty-one undergraduate SCH equals twenty-four master's level SCH equals sixteen doctoral level SCH equals one FYES.

B. The FTEF figure shall include instructional faculty supported from all sources in accordance with the following:

(1) All faculty appointed full-time for the Fall and Winter semesters are to be counted as 1.0 FTEF, except as noted in (4) and (7) below.

(2) All faculty appointed full-time for either the Fall or Winter semesters are to be counted as .5 FTEF for each semester.

(3) All faculty appointed full-time for the Spring or Summer session are to be counted .22 FTEF for each session, except as noted in (4) below. Faculty appointed part-time for the Spring or Summer session shall be counted at the proportionate FTEF value their remuneration bears to what their full-time remuneration would have been on full-time appointment.

(4) All faculty apopointed full-time for the fiscal year are to be counted 1.25 FTEF.

(5) The conversion of part-time appointments to FTEF is to be based upon the proportion of salary paid to a total of $10,800.

(6) Teaching duties performed by department chairpersons, other administrative personnel and faculty whose salaries are paid by grant monies shall be regarded as contributed services.

(7) Full-time faculty who are on leave shall be counted at the proportionate FTEF value their remuneration bears to their full-time remuneration.

(8) Graduate assistants who are engaged solely in research shall not be counted for FTEF purposes. Other graduate assistants shall be counted at the value of .33 FTEF per full assistantship.

2. Student/faculty ratio data shall be developed by (the college) and shared with (union) representatives. A joint committee will develop a projected student/faculty ratio between November 1 and January 31 of each academic year. The committee will revise this projection data between June 15 and July 15. The committee will develop final ratio calculations within a month of the close of a semester or session and by July 31 for the fiscal year that ended on June 30.

Clause #179 D4(5)

STUDENT COMPLAINT PROCEDURE: Purpose: The purpose of this section is to promote the prompt and efficient resolution of student complaints concerning members of the bargaining unit or University administrators. The parties agree that problems which might ultimately be a cause of complaint should be resolved wherever possible without resorting to this procedure.

Resorting to Other Procedures: If the student complainant(s) seeks resolution of a complaint in any forum other than that established by this section, whether administrative or judicial, the parties to the complaint shall have no obligation to proceed further under the provisions of this section.

Definition of complaint. The term "complaint" shall mean a claim or allegation by a student who is a real party in interest against members of the bargaining unit or other University administrators that:

1. The faculty member(s) significantly failed to carry out their responsibilities as defined in this contract.
2. The University administrator(s) significantly failed to carry out an assigned responsibility or to apply University policy fairly and impartially.
3. The faculty member(s) or other University administrators failed to maintain a responsible, professional relationship with the complainant(s), including full compensation for services which primarily yield private advantage to the faculty member(s) or University administrators.

Student Complaint Officer: Within thirty days following the ramification of this agreement, the President of (the student association) shall appoint a Student Complaint Officer. The Student Complaint Officer shall have the exclusive right to represent any student and/or group of students which files a complaint.

Formal Complaint Procedure: Step 1: Within ten days after the act or omission which caused the Complaint, or following the date that the student knew or should have known of such an act or omission, the student may confer with the person(s) against whom the complaint exists. Both parties to the complaint should make an effort to resolve the complaint during this Step 1 meeting. Either party to the complaint may request witnesses to the Step 1 meeting.

Step 2: If the student feels the matter is unresolved after the Step 1 meeting, he/she shall, within ten days of the Step 1 meeting or within twenty days of the act or omission, request the immediate supervisor(s) of the faculty member(s) or administrator(s) involved to arrange a Step 2 meeting between the complaining student(s), the faculty member(s), or University administrator(s) involved, the Student Complaint Officer, and the immediate supervisor. This request shall be granted within twenty days.

Step 3: If the student feels the matter is unresolved after the Step 2 meeting, the Student Complaint Officer may, within ten days, submit a formal written complaint to the Student Complaint Committee. The Student Complaint Committee shall consist of two members of the bargaining unit appointed by the President of (the Union) two members (other than students) appointed by the President of the University, and two students appointed by the (student association) president. Each of these presidents shall also appoint two alternate members. Under no circumstances shall any of the six members of the Student Complaint Committee hearing the complaint be from the same unit or administrative office as the parties to the complaint. Both parties to the complaint may execise one peremptory challenge of a committee member to hear the complaint.

Within thirty days of the filing of a complaint, the Student Complaint Committee shall determine findings of fact and resolution of the complaint. The resolution may include denial of the complaint, or a warning letter, formal reprimand, and/or specific remedy limited to curing the act or omission complained of. During the course of its deliberation, the committe shall confer with the parties to the complaint and may confer with other individuals at its discretion. The committee shall make its decision by majority vote. A tie vote shall result in denial of the complaint. The committee's decision shall be the final campus disposition of the complaint. Authority for implementation of specific remedy rest with the President.

Time Limits: The time limits stipulated in this section may be extended by mutual written agreement between the parties to the complaint. Failure to comply with the time limits in the absence of such written agreement shall be construed as satisfactory resolution of the complaint at a prior step.

Records: The findings of fact and the resolution of the complaint by the Student Complaint Committee shall be filed in the effected faculty member(s) or University administrator(s) file(s) for a period of three years following the date of issuance.

Reprisal: No reprisal of any kind will be made by either party against any student, any witness, any (union) representative, the Student Complaint Officer, or any other participant in the complaint procedure by reason of such participation. This does not, of course, limit the faculty member(s) or University administrator(s) right to legal redress.

Complaint Dissolution: The decision made to dissolve a complaint at any step shall not modify or subvert this agreement or the intent of this agreement.

Clause #180 E4(2)

III. ACADEMIC PROVISIONS

A. ACADEMIC FREEDOM

ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION: The Board and the Union recognize and agree that while democratic principles should obtain in every American school system, an urban college in a city as diverse in population as is (the City) must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

Academic Freedom: The faculty member is entitled to freedom in the classroom in discussing his subject. He shall have the right to introduce into his teaching matters related to his subject or the education of his students in that subject.

Within the broad framework of academic freedom affirmed above, the faculty shall continue to have the individual right and responsibility to determine course content and textbooks subject to applicable written departmental and College policy and procedure.

Clause #181 D2(3)

ACADEMIC FREEDOM AND RESPONSIBILITY: Academic and professional freedom is essential to the functioning of the Institute as well as being a fundamental working condition. The Institute serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. Evaluation of faculty and the reward of merit must be based solely on teaching effectiveness and professional competence.

Faculty members are entitled to full freedom in research and other creative activities and in the publication of the results. Research or consultation is not to interfere with the satisfactory performance of responsibilities to the Institute.

Faculty members are entitled to freedom in the classroom in discussing the curriculum subject.

The faculty member is a citizen, a member of a learned profession and an employee of the Institution. When he or she speaks or writes as a citizen he or she should be free from institutional censorship or discipline.

To encourage creativity and constructive dissent, a faculty member is entitled to full freedom of discussion in all established institution bodies without reprisal.

Clause #182 B4(5)

ACADEMIC FREEDOM: The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

Clause #183 C4(1)

ACADEMIC FREEDOM: The University and the Association affirm that academic freedom means freedom of teaching, research, and of extramural activities. The faculty member is entitled to freedom in the classroom in presenting and discussing academic material. The faculty member has the right to introduce controversial matter pertinent to the discipline. Freedom and dialectic are the ways of free inquiry and the avenues toward truth. The University encourages rather than restrains faculty in the quest for truth.

As a citizen, the faculty member has a special position in the community. Free from institutional censorship or discipline, the faculty member should make a reasonable effort to indicate that he/she is not speaking for the University.

Clause #184 DS(3)

ACADEMIC FREEDOM AND RESPONSIBILITY: Employer and Federation subscribe to the following statements on academic freedom of the American Association of University Professors and the American Library Association:

1. The purpose of this statement is to promote public understanding and support

of academic freedom and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries with it duties correlative with rights.

a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b. The teacher is entitled to freedom in the classroom in discussing the subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

c. The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times attempt to be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman.

2. The Council of the American Library Association reaffirms its belief in the following basic policies which should govern the services of all libraries:

a. As a responsibility of library service, books and other library materials selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should library materials be excluded because of the race or nationality or the social, political or religious views of the authors.

b. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval.

c. Censorship should be challenged by libraries in the maintenance of their responsibility to provide public information and enlightenment.

d. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.

Academic Freedom (Cont'd.)

e. The rights of an individual to the use of a library should not be denied or abridged because of age, race, religion, national origin or social or political views.

f. As an institution of education for democratic living, the library should welcome the use of its meeting rooms for socially useful and cultural activities and discussion of current public questions. Such meeting places should be available equally to all groups in the community regardless of the beliefs and affiliations of their members, provided that the meetings are open to the public.

Clause #185 E2(4)

ACADEMIC FREEDOM: The University of —— has had a long tradition of, and a deep commitment to, academic freedom. The welfare and strength of the University and of society at large depends upon the free search for truth and its free expression. To this end the University of —— shall recognize and protect full freedom of inquiry, teaching, research, discussion, study, publication, and for artists, the creation and exhibition of works of art, without hindrance, restriction, equivocation and/or Board or Administration reprisal. This right extends to other facets of campus life to include the right of a faculty member to speak on general educational questions or about the administration and operation of his/her own institution and the —— University System. The right of academic freedom shall be the right of every faculty member whether tenured or untenured.

The parties to this agreement shall also recognize that each faculty member is a citizen, and a member of a learned profession, as well as an employee of an educational institution. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. When acting as a private citizen the faculty member has an obligation to make it clear that he/she speaks, writes, and acts for himself/herself and is not acting as a representative of the University or the —— University System.

Clause #186 E4(2)

ACADEMIC FREEDOM: Both the Board and the Association agree and declare that academic freedom shall be guaranteed to faculty members subject only to accepted standards of professional responsibility. This includes the right and responsibility of the faculty member to present controversial subject matter in such a way as to encourage free discussion, inquiry and expression and without violating individual student rights, and to devise or select teaching strategies and educational materials which will best serve the educational needs of the students.

Both parties recognize that political materials may be used for instructional purposes, but each faculty member must be responsible for his/her presentation being open-minded, fair, responsible and respectful of the differing opinions of others.

Clause #187 C2(1)

ACADEMIC FREEDOM: The Purpose of Academic Freedom: A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens, to make choices in their own lives, and to attempt solutions for problems of the future than uninformed, uncritical followers. The purpose of Academic Freedom is to insure this intellectual development of students.

Implementation of Academic Freedom: Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated Agreements with the Employer, academic employees are guaranteed the following freedoms:

Academic employees are free to exercise all their constitutional rights without institutional censorship, discipline or other interference.

As scholars and specialists, academic employees are free to conduct research and to publish its results.

As professionals in their respective disciplines, academic employees are free to select the content and methods through which to discharge their responsibilities as instructors, counselors, and librarians/media specialists. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities, consistent with reasonable financial restrictions determined by the Employer.

As student advisors, counselors, and confidants, academic employees may not be required to release information about counselees other than those grades and official records required by the appropriate college record-keeping office or when otherwise required by law.

This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

Clause #188 E2(5)

ACADEMIC FREEDOM AND RESPONSIBILITY: The Faculty Member is entitled to freedom in the classroom in discussing his subject of expertise and in the publication of the results of his research. The University recognizes that the Faculty Member, in speaking and writing outside the University upon subjects beyond the scope of his own field of study, is entitled to precisely the same freedom and is subject to the same responsibility as attaches to all other citizens. When he thus speaks as a citizen, he should be free from censorship or discipline.

Responsibility: The Faculty Member is responsible for maintaining high professional standards of scholarship and instruction in his field of special competence. In giving instruction upon controversial matters, the Faculty Member is expected to set forth justly and without suppression the differing opinions of other investigators, and in his conclusions provide factual or other scholarly sources for such conclusions. He should be careful not to introduce into his teaching controversial matter which has no relation to his subject. When speaking and acting as a citizen, the Faculty Member shall take suitable precaution to assure that his personal utterances or actions are not construed as representing the University.

Procedure for Dealing with Alleged Infringements: When a Faculty Member believes that his academic freedom is threatened he may discuss the matter with his department chairman or the appropriate Administrative Officer.

If a satisfactory adjustment of the matter does not result, the Faculty Member may present his case, confidentially and orally, to the Faculty Advisory Committee on Academic Freedom, which will then informally inquire into the situation to determine whether there is a probable violation of the provision on academic freedom, and attempt to effect an adjustment.

If the committee concludes that academic freedom is in jeopardy, and that no adjustment can be effected, it will then request a written statement from the complaining Faculty Member and proceed to collect all factual materials available relating to the case.

After consideration of these materials, the committee will make a recommendation to the appropriate Administrative Officer, with a copy to the appropriate chancellor.

If the Administrative Officer takes action which does not satisfy the Faculty Member, and the Faculty Member believes the action violates the above, he may file a grievance at Step 2 of the Grievance Procedure.

Advisory Committee on Academic Freedom: The Faculty Advisory Committee on Academic Freedom shall consist of five members appointed from the Faculty Personnel Panel established pursuant to this agreement. A majority of the committee shall be from the campus in which the alleged infringement occurred.

Clause #189 F2-4(1)

B. RANKS AND TITLES

ACADEMIC EMPLOYEE RESPONSIBILITIES:

1. Instructors, as directed by the appropriate administrator:
a. Provide individual and group instructions for students;
b. Assist in planning, developing and improving curricular offerings;
c. Maintain regular office hours for student consultation;
d. Assist in the process of guiding and advising students in their courses and programs;
e. Maintain records and complete forms as required;
f. Meet regularly with instructional staff;
g. Submit an inventory of supplies and equipment as required;
h. Refer students to counselors, librarians, and other personnel for special assistance;
i. Order necessary textbooks, equipment, and materials for courses assigned;
j. Teach courses in accordance with course syllabi, the college catalog, and the schedule of classes;
k. Serve on appropriate committees;
l. Cooperate regarding professional evaluation by the appropriate Administrator;
m. Perform other professional duties as requested or assigned.

2. Counselors, as directed by the appropriate Administrator:
a. Assist in personal, vocational, and educational decision-making of counselees;
b. Provide individual or group counseling or learning in such areas as decision-making, goal setting, problem solving, values clarification, interpersonal relations, human potential, assertiveness, communication skills, career exploration, career planning, study skills, classroom problems, and academic survival skills;
c. Administer and interpret individual and group tests;
d. Accept counselees referred by the college community, and refer counselees to other sources of help, and follow up on such referrals;
e. Serve as resource consultants in their areas of expertise;
f. Advise students where special considerations arise relative to admissions, registrations, transfer, and withdrawl;
g. Interface the counseling function with the rest of the college community;
h. Offer credit or non-credit courses as part of his/her workload;
i. Evaluate students' records and experiences;
j. Assist with in-service training of faculty concerning counseling/testing services;
k. Maintain records and complete forms as required;
l. Serve on appropriate committees;
m. Cooperate regarding professional evaluation by the appropriate Administrator;
n. Perform other professional duties as requested or assigned.

3. Librarians/Media Specialists, as directed by the appropriate Administrator:
a. Provide learning resource services to the college community in a variety of print and nonprint forms;
b. Perform bibliographic and informational searches;

c. Provide reference services;
d. Select, catalog, and process print and nonprint materials;
e. Prepare resource materials at the request of instructional and student programs;
f. Maintain records and inventories of collections, materials, and equipment;
g. Circulate materials and equipment;
h. Provide orientation in the use of Library Media Center equipment and materials;
i. Advise the college community of new materials, equipment, and technologies as they become available;
j. Serve on appropriate committees and complete forms as required;
k. Assist in process of guiding students interested in Library/Media careers;
l. Cooperate regarding professional evaluation by the appropriate Administrator;
m. Perform other professional duties as requested or assigned.

Clause #190 E2(5)

PROFESSIONAL STAFF JOB DESCRIPTIONS: An annual twelve month contract period shall apply to the responsibilities of the Director of Student Services, the Student Affairs Administrator, and the Director of Field Education. Their specific responsibilities are described in this agreement and are contractually binding. Modifications and adjustments of these responsibilities shall, upon request of the professional staff person or the Dean, be evaluated by the Appointment and Promotion Committee. The recommendations of the Committee must be approved by the Dean before implementation.

Each member of the professional staff shall participate in the community life of the University through worship programs, special events, Senate and Faculty-Staff Committee structures.

Each member of the professional staff will support the admissions and field education programs of the University and will participate in the promotion of the (religious institution) in a (special program) or some other suitable event at the request of the (College) without compensation above expenses.

Each member of the professional staff will endeavor to serve on regional and/or national judicatories and committees or agencies of the church, participate in professional societies, work in civic, public, ecumenical and philanthropic organizations within reasonable limits.

Each member of the professional staff will actively pursue personal professional development to enhance the quality of life at the (College) and in service to the church at large.

Clause #191 DS(3)

ADJUNCT AND VISITING FACULTY: Adjunct Faculty (i.e., non-bargaining unit members) shall be limited to 9 contact hours of teaching or 3 classes, whichever is less, except in the case of Visiting Professors. A Visiting Professor may carry a full-time work load and shall be a person of recognized professional or academic stature or visiting from another academic institution. Appointments as Visiting Professor shall be limited to one year for each individual. The number of such appointments shall be no more than the equivalent of four full-time appointments in the institution in any academic year, with no more than the equivalent of two full-time appointments in any school.

It is recognized that the current situation in the School of Art involves a considerable number of Adjunct Faculty who presently have the title Visiting Professor, Visiting-Associate Professor, etc. These individuals, if rehired, will be retitled Professor-Adjunct, Associate Professor-Adjunct, etc. for the oncoming academic year, and henceforth, the title and concept of Visiting Professor will be treated in accordance with this Article.

Clause #192 BS(3)

ADJUNCTS AND PART-TIME FACULTY: The Employer may not employ any adjunct or part-time faculty except in accordance with this Article. A part-time faculty member is defined as a faculty member who is not assigned in excess of 10 work units during either an academic (September to September) or fiscal (July to July) year. The Employer shall not employ more than two part-time faculty for the duration of this agreement. In determining the compensation for said part-time employees, the employer shall apply the formula set forth in this agreement applicable to the part-time faculty member, divide that figure by twenty, and compensate the part-time faculty member at a rate not in excess of that quotient multiplied by the number of work units actually performed by the part-time faculty member. Should the faculty member be assigned or be paid for in excess of 10 work units, he/she shall be deemed a member of the unit and subject to all provisions of this agreement. Otherwise, said part-time faculty member(s) shall not be within the unit.

Clause #193 CS(1)

LIBRARIANS: Librarians with professional rank shall work a normal week of 37 1/2 hours for the period September through June and shall have the option during this period of using 3 hours per week for professional development, providing such activity has been mutually agreed upon between the individual and the Dean of Library Services. During the months of July and August the librarians shall work 35 hours per week.

Librarians qualified to perform the work, consistent with past working arrangements, shall be expected to accept a reasonable number of evening and weekend assignments as part of their normal work week.

The work year (9 months, 10 months or 12 months) for individual librarians may be changed upon mutual agreement to do so between the librarian and the Dean of Library Services.

Clause #194 A4(1)

DEPARTMENT CHAIRPERSONS: Department Chairpersons shall be elected by a majority vote of the department membership with tie votes to be broken by the division dean.

Department chairpersons shall be elected for a term of three academic years.

Duties of the department chairperson:
a. Make yearly and biennial budget recommendations to the division dean.
b. Have responsibility and authority for spending the departmental budget allocations.
c. Make recommendations to the division dean for faculty class assignments.
d. Make recommendations to the division dean of courses to be offered in his department each quarter.
e. Make recommendations to the division dean for advisor assignments.
f. Make a yearly inventory of capital items.
g. Refer to the proper agency all items within the department in need of maintenance and repair.
h. Confer with the faculty of the department concerning departmental governance and other departmental matters including, but not restricted to those above.
i. Assume as one of his major responsibilities the task of developing with the department faculty recommendations for updating and upgrading curriculum, materials, equipment and facilities necessary to support the curriculum.
j. Be available to consult with students to hear their concerns and suggestions in accordance with the section on Academic Responsibilities.

Clause #195 E4(1)

DEPARTMENT CHAIRPERSONS: Academic Functions:

1. Insure that all course offerings are consistent with the objectives of the College.
2. Insure preparation of appropriate syllabi for each course (topics, time schedules, etc.).
3. Advise and consult with the members of their departments on the matter of grading practices in keeping with the standards of the College.
4. Recommend the selection of texts for use in courses to the Dean of Academic Instruction.
5. Call and preside at monthly departmental meetings.
6. Recommend attendance of faculty members at conferences in their academic disciplines.
7. Take part in College-sponsored research and consulting projects.

Administrative Functions:

1. Consult with the Vice President for Academic Affairs on budgetary matters relating to their respective departments.
2. Recommend travel requests from department members subject to budgetary limitations in the departments.
3. Assign faculty members to courses and request adjustments in faculty assignments when necessary consistent with the Federation seniority policy. No adjustments in faculty course assignments shall be made later than twelve days before the beginning of classes. In the event courses are added after that day, faculty will be offered those courses commencing with the senior faculty member in the department who has not yet been previously assigned the maximum number of courses allowed. Faculty members may exercise seniority in only one department.
4. Recommend course descriptions for catalog and review final copy.

Supervisory Functions:

1. Recruit and interview applicants for appointment to the faculty.
2. Consult with department members on prospective new appointments when appropriate and feasible.
3. Submit annual evaluations in writing on the performance of all untenured department members to the Dean of Academic Instruction and the Faculty Rank and Appointment Committee with a copy to the Vice President for Academic Affairs.
4. Recommend reappointments, promotions, tenure, and dismissal of faculty members in his department.
5. Act as liaison with faculty and the Dean of Academic Instruction in matters of absence from class and, when appropriate, arrange for substitute teachers.
6. Counsel and orient new faculty members regarding all College policies.

Clause #196 AS(2)

DEPARTMENT CHAIRPERSONS AND DEPARTMENT OPERATIONS: Within the framework of departmental organization, there should prevail a workable climate of mutual respect among faculty members and between faculty and department chairperson. There must be mutual recognition and concern within the department for such things as academic standards, able and wise leadership, and effective and sound management of the department.

To these ends, each academic department of the College may deliberate as a participating group in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting, operating both formally and informally on propositions such as course offerings, curriculum matters, personnel, and periodic appraisal of goals and objectives. Department recommendations on these matters shall be given great weight by the College, but the final decision on these matters is with the College.

The administrator of each department shall be designated chairperson of the department. The teaching load for a department chairperson shall not exceed twelve credit hours per quarter during the academic year.

All decisions of department chairpersons are subject to the approval of the Academic Dean.

Clause #197 DS(4)

C. PATENTS AND COPYRIGHTS; PUBLICATIONS

COPYRIGHTS AND PATENTS: Copyrights: An employee may procure copyrights, and receive the royalties resulting therefrom, for the employee's products provided (1) the ideas came from the employee, (2) the products were the result of the employee's independent labors, and (3) the university was not held responsible for any opinions expressed therein. If the products were in any way supported by university funds, personnel, facilities, equipment or materials, the employee shall report to the President the employee's interest in having the product copyrighted.

Within 20 days after receiving such report, the President will inform the employee whether the university seeks an interest in the copyright, and a written contract shall thereafter be negotiated to reflect the interest of both parties. All such agreements shall comport with and satisfy any pre-existing commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the university's interest in the matter and shall take any necessary steps to protect such interest.

Patents: An employee shall disclose all patentable inventions and technological developments which the employee may develop or discover while an employee of the State University System. With respect to discoveries or inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made whether to seek a patent.

All discoveries or inventions made outside the field in which the discoverer or inventor is employed by the institution and for which the university has provided no support are the private property of the inventor. The employee and the university may agree that the patent for any such discovery and invention be pursued by the university and the proceeds shared.

Except for discoveries or inventions made during the course of approved outside employment, a discovery or invention which is made in the field in which the investigator is employed by the university or by using university funds, facilities, materials, equipment, personnel or proprietary technological information, is the property of the university and the inventor shall share in the proceeds therefrom.

While an employee may engage in outside employment pursuant to a consulting agreement requiring waiver of the employee's rights to any patentable inventions or discoveries which arise during the course of such outside employment, the employee shall not, in doing so, sell or assign patent rights to inventions or discoveries conceived or developed as an employee of the Board. An employee who proposes to engage in such outside employment shall furnish a copy of this patents policy to the outside employer prior to or at the time the consulting agreement is executed.

Reporting Procedures: The employee shall report to the President the nature of the discovery or invention together with an outline of the project and the conditions under which it was done. If the university wishes to assert its interest in the patent, the President shall inform the employee within 20 days.

The Board or its designated representatives shall conduct an investigation which shall assess the respective equities of the employee and the university in the invention or technological development, and determine its importance and the extent to which the university should be involved in its protection, development, and promotion. The division of proceeds between the university and the employee generated by the licensing or assignment of patent rights or trade secrets shall be negotiated and reflected in a written contract between the Board and the employee. All such agreements shall comport with and satisfy any pre-existing commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the university's interest in the matter and shall take any necessary steps to protect such interest.

A decision as to whether the Board will apply for the patent will be made within 120 days from the date of the disclosure to the President. In the event a contractor has been offered the option to apply for the patent, the Board will use its good offices in an effort to obtain such a decision within 120 days. At any stage of making the patent application, or in the development of a patent secured, if it has not otherwise assigned to a third party the right to pursue its interests, the Board may withdraw and shall return the patent rights to the employee, in which case the patent shall be the employee's property, and none of the costs incurred by the Board or on its behalf shall be assessed against the inventor. All assignments of or release of patent rights by the institution to the employee shall contain the provision that such invention and/or process, if patented by the employee, shall be available royalty-free for governmental purposes of the State.

Clause #198 C2-4(1)

PATENTS AND COPYRIGHTS: The development of patentable inventions or discoveries is not the primary purpose of the research activities of the faculty. However, it is recognized that certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

Unit faculty members whose activities lead to a patentable invention when:
a. The activities are a part of the work for which (the College) is paying the faculty member (from any source), or the activities involve the use of any University space or equipment shall share equally with (the College) in any royalties derived from such patents.
b. The activities are a part of work performed for which (the College) is not paying the faculty member (from any source) and no University space or equipment is used shall be entitled to any or all royalties derived from such patents.

Unit faculty members whose activities lead to copyrightable material when:
a. The activities are a part of work for which (the College) is paying the faculty member (from any source), or the activities involve the use of any University space or equipment shall share equally with (the College) in any royalties derived from such copyrights.
b. The activities are a part of work performed for which (the College) is not paying the faculty member (from any source) and no University space or equipment is used shall be entitled to any or all royalties derived from such copyrights.

The name of the University shall not be used in connection with inventions or discoveries and copyrights in which (the College) has no interest without prior written permission from the Vice President for Finance. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which (the College) does have an interest.

In any instance where this policy is in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern as long as both (the College) and the unit faculty member have signed the agency agreement.

Either party, the unit faculty member or (the College), may waive its rights under this article if it so chooses. The Vice President for Finance will have the authority to act for (the College) in this matter.

Clause #199 D4(5)

PATENT AND COPYRIGHT POLICY: 1. All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, and the like) and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, including any books, teaching aids, or equipment written, developed or designed by any staff member in conjunction with his or her teaching assignment, with any extended or released time or assigned project authorized or directed by the College, or written, developed, or designed prior to becoming a member of the College staff. Such property rights shall, subject to paragraph 3 hereof, include:

(a) The right to publish for private profit and the right to copyright any book, manual, or printed official materials, and

(b) The right to negotiate privately with any person, firm, or corporation for the manufacture of any equipment or teaching aid and the right to acquire any patent rights which may be obtainable thereon.

Patents and Copyrights; Publications (Cont'd.)

2. The property rights and joint projects of staff members undertaken either as part of a teaching assignment, released time or assigned projects, or on their own time, shall be shared by the participants in such manner as they shall agree in writing.

3. Notwithstanding the property rights of any staff member or members in any books, teaching aids, or equipment published, developed, or designed by said staff member or members, —— Community College shall, to the extent that said book, teaching aid, or equipment was written or designed in connection with an extended or released time project or program, have a joint property right therein.

Said joint property rights shall entitle the College to use or purchase said book, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as —— Community College has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the College paid for that part of the project or program which resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for a like amount of time at the part-time rate for his particular salary category and such other costs as may be involved in the project.

Once reimbursement for such extended or released time has been made, any joint property rights of the College shall cease and all royalties, commissions, or pecuniary profit thereafter earned by the sale of said book, teaching aid, or equipment, to any purchaser thereof shall belong exclusively to the staff member or members.

4. The College shall have non-transferable rights, in perpetuity, to unrestricted use within the college of all inventions, discoveries or writings made or authored by members of the staff or faculty while under contract to the College.

Further, the College shall have the right to use all non-patented and non-copyrighted inventions, discoveries or writings in program exchanges with other non-profit institutions so long as aforesaid exchange is of a non-commercial nature and not involving exchange of cash and/or other gratuities.

5. A staff member, by executing an employment contract with the College, hereby agrees to give the College the joint property right herein above described.

Clause #200 B2(1)

D. SPONSORED RESEARCH/GRANTS

PROGRAM GRANTS AND ROYALTIES: Faculty members who, with the approval of the Administration, initiate, develop and/or design financial grant requests shall have priority to operate programs funded by such grants and shall be deprived of assignments in such grant programs only for good cause.

The parties agree that publishing royalties and patent rights are the property of the author or inventor. The Board agrees neither to demand nor restrict such royalties as are otherwise the property of any faculty member, provided that such royalties are not occasioned by purchases made by students exclusively under the instructional supervision of the faculty member and provided further that any such materials shall be relevant to the course syllabi.

Clause #201 E4(1)

FACULTY RESEARCH FUND: To encourage a high standard of excellence among the members of the faculty at (the) University in significant scholarly research, rigorous scientific inquiry, original artistic activity, and inventive technology, a Faculty Research Fund shall be provided by (the College). The administration of this fund shall follow policies established by the Research Policies Council and approved by the Faculty Senate. Preference in awards shall be given to bargaining unit faculty.

(The College) shall allocate to this fund the sum of One Hundred Ten Thousand Dollars for (year) and One Hundred Twenty-five Thousand Dollars for (year) and (year).

Funds not expended in a given year shall be carried over to the next fiscal year. Refunds from faculty of unused awards shall be returned to the Faculty Research Fund for subsequent redistribution.

Clause #202 D4(5)

E. PROFESSIONAL DEVELOPMENT

FACULTY DEVELOPMENT FUND: Funds shall be established for the purpose of providing advanced study grants and sabbaticals. For each year of the contract, the advanced study loan fund, which shall be distributed to each College on a pro-rata basis, shall be $35,000. In addition, for each year of the contract, each College shall grant a total of two semesters of sabbatical leave at 60% of salary plus full fringe benefits to one tenured faculty member, or one such semester to each of two tenured faculty members.

A committee designated by the faculty assembly shall make recommendations for the apportionment of such funds for advanced study grants to faculty working on advanced degrees, and for sabbatical activities for intellectual development which would be of value to a College and the individual. Advanced study and sabbaticals shall not be automatic, but granted within budgetary limits of the fund, after recommendations are forwarded through the Dean to the President for final determination, which shall not be arbitrable. A faculty member shall be eligible for a sabbatical after every five full years or more of teaching service.

Individuals granted sabbatical or advanced study grants shall be entitled to return to their positions with all rights and benefits, as if they were on an unpaid leave of absence.

The amount of the advanced study loan grant shall be amortized at the rate of 20% per year of service after return or one-tenth of the principal shall be forgiven for each year of prior college service up to eight years. The remaining debt shall be cancelled if the faculty member is released, not for cause, in less than five years. In the event that the faculty member does not return to full-time status at the College, or leaves before the full forgiveness of the loan, the balance due will become payable in ten annual installments, or less if mutually agreed upon, at 6% annual interest commencing from the date of separation from the College. In such event, the college, at its sole discretion, might suggest that such repayment be made via a conventional bank loan. In the event of the death of the faculty member during the period of forgiveness, the debt will be cancelled.

Advanced study loan funds unused in any year may be carried to the subsequent year.

Clause #203 A2-4(1)

RESEARCH AWARDS AND EDUCATIONAL DEVELOPMENT GRANTS: During the life of this Agreement, the University shall provide annually at least $160,000 for research awards evaluated by the University Research Award Evaluation Committee.

The University shall establish annual Educational Development Grants to be awarded to members of the bargaining unit. During the life of this Agreement the University shall provide annually at least $15,000 for educational development grants evaluated by the University Educational Development Grant Committee. No individual Educational Development Grant may exceed $3,000.

Clause #204 D4(4)

CROSS-DISCIPLINE TEACHING: Normally a faculty member will not be directed to teach in areas outside his professional expertise. However, if a faculty member is repeatedly required to teach a course or courses outside his area of professional expertise, then the Administration will endeavor, subject to budgetary limitations, to provide reasonable expenses incurred by the faculty member in obtaining training necessary to adequately teach the course(s).

Clause #205 E4(1)

PROFESSIONAL GROWTH: Enrollment in the college shall be tuition-free to all faculty members to the extent of their in-district tuition if permitted by law.

Where the Board within its discretion approves a faculty member's proposal to take courses at other institutions of higher learning, the Board shall reimburse the faculty member for tuition and fees in amounts and under conditions set by the Board.

If a faculty member wishes to seek reimbursement for taking courses at other institutions of higher learning, he shall submit a proposal requesting approval to the associate dean. The faculty member shall list the courses which he has taken, the courses which he would like approved, the ways in which the courses contribute to his professional development, information, and instructional skills, and the relationship of the courses to the field in which he teaches. If the request for reimbursement is denied, the associate dean shall state in writing the reason(s) for the denial.

The Association shall have the right to conduct two in-service education meetings each academic year. The date and content of such meetings shall be subject to the approval of the Dean of Instruction.

The Association shall be granted a place and time on orientation agenda.

Clause #206 D2(11)

PROFESSIONAL GROWTH FUND: The Board shall establish a Professional Growth Fund in the amount of $300 per teacher. Said fund to be allocated to each teacher in equal semi-annual payments. These payments to be made by November 15 and April 15 of each academic year. These funds may be used for professional courses of study and/or professional development allowance for the individual teacher's current and continued contribution to ---- Community College as herein described.

Each teacher shall be entitled to eight days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Computation of days to be deducted for professional business shall include the first and last day of professional business and all intervening faculty duty days. Such conferences or exhibits shall be directly related to the work of the teacher.

The teacher who anticipates a professional absence must complete an absence request form which will be submitted to his immediate supervisor for processing and recommendation to the appropriate Vice-President, at least five working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied the college by the teacher filing a registration receipt or other proof of attendance within five working days of his return to work.

The teacher who is to be absent shall be responsible for making advance arrangements for his classes. Arrangements made, including the possibility of a substitute, shall require the approval of the immediate supervisor.

Clause #207 D2(9)

PROFESSIONAL IMPROVEMENT: Release time and reimbursement for professional improvement shall be granted as provided in the Instructors Policy Manual.

Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education.

Clause #208 DS(4)

F. CURRICULUM AND COURSE DEVELOPMENT

CURRICULUM DEVELOPMENT PROGRAM: It is the intent of the University and the (Union) to involve a maximum number of bargaining unit members in the planning and development of innovative and exemplary programs, techniques, and materials especially as they relate to the improvement of instruction. The University agrees to budget annually a fund of $25,000 for the purpose of stimulating curriculum development and innovation. The Curriculum Development Committee is hereby established. The committee shall consist of six members: three appointed by the (Union) president and three appointed by the University president. The committee shall use the following guidelines in establishing its policies and procedures:

a. Any bargaining unit member may submit requests for funds to the committee.
b. The committee shall make the awards of the Curriculum Development Program.
c. Upon approval of each project, an agreement will be executed between the University and the participating bargaining unit member.
d. Curriculum development funds shall be used only for allocations to members of the bargaining unit.

Approved expenses of committee members while on committee business shall be borne by the University.

Clause #209 E2(1)

CURRICULUM AND PROGRAM: Any proposed addition or revision of a curricular program will be submitted by the University in the form of full disclosure to the President of the Faculty Association or his designated representatives. Within forty-five days after receipt of such proposal, the President of the Faculty Association or his designated representatives shall submit his consultative remarks and comments to the Vice President for Academic Affairs. The President of the Faculty Association or his designated representatives may request a meeting with the Vice President for Academic Affairs or his designated representatives within the forty-five calendar days described above. If such a request is made, the Vice President for Academic Affairs or his designated representatives shall meet with the President of the Faculty Association or his designated representatives to discuss the position of the Association. It is understood that any comments or remarks submitted by the President of the Faculty Association or his designated representatives shall be in the form of full disclosure. Likewise, the final decision reached by the University shall be in the form of full disclosure. There shall be no more than three persons representing the University, including the Vice President for Academic Affairs, when in attendance, and there shall be no more than three persons representing the Faculty Association, including the President of the Association when in attendance.

Any recommendations emanating from the President of the Faculty Association or his designated representatives shall not be binding in any way on the

University's exercising its judgment on curriculum and program. In addition, it is clearly understood that the above shall not be subject to the grievance and arbitration procedure.

However, if the Association alleges that the University did not consult with the President of the Faculty Association or his designated representatives on curriculum and program, the specific issue of whether or not the University did in fact consult with the President of the Faculty Association or his designated representatives on such programs shall be subject to the grievance and arbitration procedure.

Clause #210 F4(1)

CURRICULUM COMMITTEE: The Association and the College hereby agree to the establishment of a Curriculum Committee which shall consist of five members appointed by the Association and four members appointed by the College.

The Curriculum Committee shall meet at least twice annually and make recommendations to the President's Council on curriculum priorities relating to curriculum planning.

The Committee Chairperson shall be provided copies of all proposed program changes from the Division Dean or the President whichever is applicable.

Nothing in this Article is intended to restrict the College from appointing other curriculum committees at its own discretion.

Clause #211 E2(2)

IV. WORKING CONDITIONS

A. ACADEMIC/CALENDAR YEAR

COLLEGE CALENDAR: An official college calendar shall be published each year. The Calendar shall be prepared by the President or his/her designee in consultation with the faculty executive committee. Modifications of the Calendar during the year may be made by the President in order to meet unforeseen circumstances. The President or his/her designee will consult with the faculty executive committee regarding such modification, if practical.

Clause #212 D2(6)

WORK YEAR AND WORK WEEK: Academic Calendar. A committee on each campus composed of the College President, the Local Association President, and the local Student Government President, shall establish the academic year calendar and summer school calendar.

Each Academic year calendar shall include 170 days, start on the second Monday of September, and shall end no later than the 273rd calendar day following. Each calendar shall have a minimum of 165 class and test days. Deviations from the normal three quarter calendar format must have the approval of the State Faculty Association and the Chancellor.

There shall be no classes on holidays or on the two days when the State Association meets.

The College President may cancel classes one day each academic year for each assigned field in the college to allow the employees in the same assigned field to participate in common staff development activities.

Summer Session. Effective in 19--, each summer session shall be 28 consecutive work days in length and shall be composed of 27 class and test days and one duty day, unless the period includes July 4th in which case the number of days shall be 27. Two summer sessions shall be considered the equivalent of one academic year quarter. The college administration after consultation with the employees in each assigned field shall determine course offerings for each summer session.

Clause #213 D2(10)

WORK YEAR: Classroom faculty appointments are normally for one academic year, not exceeding two regular semesters. In no case, however, is the actual year to exceed ten months.

Academic/Calendar Year (Cont'd.)

Each classroom faculty member, except new appointments, shall normally know his/her class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by the Departmental Personnel & Budget Committee.

Classroom faculty members are not normally required to be on campus prior to the day after Labor Day.

Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings during the semester. The duties and responsibilities of classroom faculty members shall also include student academic advisement during the Fall and Spring semesters. All classroom faculty will be expected to meet these responsibilities during intersession as well as the period prior to the start of classes in September and between final examinations and commencement. Actual work schedules during these special periods will be determined by the respective department chairpersons and the department P&B Committees. However, 20% of the classroom faculty must be available for daily assignment.

Attendance at commencement exercises and other college-sponsored functions is not mandatory. However, at least 66% of the faculty of each department are expected to be in attendance. Faculty attending functions at —— Community College for which academic attire is required shall have the cost of said academic attire furnished by the College as stipulated in the contract.

The work year for nonclassroom and professional faculty shall be from September 1 to the following August 31.

Clause #214 B2(5)

HOLIDAYS: All employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay.

New Year's Day
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day and Friday following Thanksgiving
Christmas Day (and the day before Christmas when Christmas falls on Tuesday, or the one-half working day before Christmas when Christmas falls on Wednesday, Thursday, Friday or Monday)
If a college holiday falls on a Saturday or Sunday, it is observed on the preceding Friday or the following Monday, respectively.

Academic/Calendar Year (Cont'd.)

Each employee shall be granted two personal holidays per twelve month period beginning July 1, 19— to be scheduled at the employee's option, except that if the employee wishes such personal holiday to immediately follow or precede one of the holidays listed above, such scheduling will be granted by the Employer if staffing requirements of Library permit. For a regular part-time employee, one personal holiday will be considered as one-fifth of the time normally worked during a week.

Any employee required to work on a holiday shall be notified forty-eight hours in advance.

In the event any of the holidays enumerated in this Article occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each such holiday so occurring.

A temporary full-time employee shall not be eligible for holiday pay unless he has completed fifteen days of employment prior to the holiday or day observed as such.

An employee is not entitled to holiday pay if he has an unexcused absence for his last regularly scheduled working day before, or his first regularly scheduled working day after the holiday.

Regular part-time hourly employees subject to the provisions of this agreement shall receive holiday pay if the holiday or day observed as such is worked. If such employee is scheduled to work during a week in which a holiday occurs, and such holiday falls on one of the days the employee is regularly scheduled to work, he shall receive pay at straight time for the hours scheduled but not worked.

Clause #215 FS(1)

B. WORKLOAD

FACULTY TEACHING LOADS: Faculty teaching loads shall be expressed in total weekly contact hours. One contact hour is defined as one scheduled 50-minute studio, laboratory or lecture period per week. Teaching assignments and teaching loads, shall be made by Supervisory Department Heads after consultation with the faculty member involved and approval by the Dean.

The College agrees that the average individual faculty teaching load is fifteen contact hours per week, statistically averaged for each faculty member throughout the academic year, but in no case shall the faculty teaching load exceed eighteen contact hours in any term nor should the faculty teaching load involve more than four separate course preparations in any term. For this purpose 1 1/2 laboratory or studio hours shall be counted as the equivalent of one lecture hour, therefore, if a faculty member teaches laboratory or studio courses only, up to 22 1/2 contact hours of laboratory or studio courses may be assigned.

Clause #216 A2(2)

FACULTY WORKLOAD: It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the University. Except as set forth below, it is further agreed that this Article shall not be used as a basis of limiting faculty workload when such limitations would interfere with matters of academic judgment.

Workload is defined as teaching, including instruction in regular academic year courses with assigned credit hours and mutually agreed upon instructional assignments, such as thesis, dissertation, seminar and special problem supervision (workload of faculty members on fiscal year contracts may include summer session courses); research, including sponsored research; advising; committee work; and University-administered, consultative, and organized activities, not only inside but also outside the University, when such activities by mutual agreement bring benefit and/or prestige to the University. The composition of a normal workload within a unit will be consistent with past practice within that unit.

Faculty will be on campus as required by their workload.

At the beginning of the academic year, the planned student-bargaining unit faculty ratio will not exceed 18.1 full-time graduate and undergraduate students per member of the bargaining unit in the University as a whole. It is fully agreed that these ratios may vary widely from unit to unit within the University, and among faculty members.

Except by mutual agreement the teaching and advisement portion of each individual's workload will not average in excess of 12 credit-contact hours per week per semester for the academic year, nor shall the average teaching load of

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the members of the unit exceed the past practice within the unit. If a teaching assignment results in an overload, extra compensation will be awarded at the prevailing rate.

Faculty members and department chairpersons (or deans or directors) are encouraged to develop a workload plan on an administered basis, i.e., in any semester teaching duties of individual faculty members may vary within a department (or unit) to permit variations in emphasis on research and other aspects of individual workload provided the total teaching and scholarly needs of the faculty member and the department (or unit) are met. The faculty member and chairperson (or dean or director) will develop in writing the workload plan for every semester at least two months prior to the beginning of the semester. Every effort will be made to develop the workload plan harmoniously.

Clause #217 A4(3)

FACULTY RESPONSIBILITIES: The faculty is expected to participate in many phases of the campus program. Instruction, however, in its broadest interpretation, is the primary concern of the faculty. It is the responsibility of the College to meet this major function with a well-conceived and well-executed program.

The Department Chairperson is delegated the responsibility for department class schedules, staff meetings, and general coordination of the work of the department and its personnel, as provided by department criterial.

To the faculty member is given the responsibility for a high level of instruction in his/her classes. He/she is expected to cooperate on instructional matters with other members of his/her department and the College, and to cooperate with other departments of the College.

Each department should establish machinery for assigning teaching loads in accordance with a formula suited to its own needs, but based on the principle that teaching loads should not exceed the number of contact hours set forth in the operating criteria for AICS.

In cases of special problems or differences of opinion on equitable assignment of academic loads, the Department Chairperson and the Academic Dean should endeavor to resolve the problems or differences initially through conference.

Instructors' teaching loads shall consist of sixteen credit hours.

Members of the faculty are expected to be available for student consultation. A minimum of eight hours per week should be scheduled for this purpose, five posted and three by appointment.

Workload (Cont'd.)

Subject to the approval of the College and at the College's option, full-time faculty shall have preference for one four credit hour class over and above his/her regular load (Department Chairpersons, 12 credit hours; other faculty, 16 credit hours).

Course subject matter should be covered as completely and professionally as possible. Classes should be started promptly and continued for the full allotted time (including the first class meeting). If, in the judgment of the faculty member, it becomes necessary to cancel or dismiss a class, the faculty member must notify the Academic Dean or his designee prior to taking the action. The Academic Dean may disapprove such action only when such action is unreasonable or unjustified. If the Academic Dean or his designee is not available, the faculty member may cancel or dismiss the class at his discretion.

Clause #218 DS(4)

FULL-TIME WORK LOAD: 1. A full-time work load shall be established for each Professional Employee and non-teaching Professional Employee for each semester. This work load shall be determined by the Administration after consultation with the advice from the Professional Employee and Vice-President/Dean of the College. Recommendations for a work load will take into consideration the following: a. Contract hours b. Number of preparations c. New course assignments d. Number of students e. Night classes f. Classes off campus (mileage, travel time, etc.)

2. Non-teaching assignments shall be as follows:
a. Committees - Assignments of Professional Employees to student service committees shall be the responsibility of the Administration. Assignments should be equalized as near as possible.
b. Extra-curricular - Sponsorship of student non-classroom organizations shall be on a voluntary basis. In the absence of volunteers, the Administration would assume the responsibility of assigning sponsors.
c. Assignments to student non-classroom activities which are sponsored by the College shall be made by the Administration on the roster basis.

Clause #219 D2(7)

WORK WEEK: Non-Classroom and professional faculty shall work 33 3/4 hours per week within a schedule to be developed in accordance with contract provisions.

Non-classroom and professional faculty shall be provided a period not to exceed ten working days in any work year which may not be accumulated and carried forward to undertake a program of formal or informal professional development.

Non-classroom and professional faculty may be granted a leave of absence without pay between the dates June 1st and the next occurring Labor Day in any year, upon application to the appropriate Supervising Administrator, with the approval of the President. During such periods of leave, said employees shall receive no pay from the County of —— or the College but the County shall continue to pay health and dental insurance benefits for each such employee during such period of leave. This leave shall not be considered as an interruption of otherwise consecutive service.

Classroom Faculty. Each classroom faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week. No classroom faculty member, however, will be required to teach more than an average of 15 contact hours per week during any one school year.

Provided that notice in writing is given to the appropriate department chairperson or, in the event there is no chairperson and there is no acting chairperson, then to the Dean of Instruction, at least two months prior to the commencement of the school semester, up to one-third of the members of the classroom faculty may elect to teach only 12 contact hours that semester. The salary of each member of the classroom faculty electing to teach only 12 contact hours shall be reduced by a sum equal to 5% of his annual salary then in effect for each semester in which such an election is made.

If more than one-third of the classroom faculty elects in writing to teach only 12 contact hours, then, and in that event, an order of priority will be developed by the Union and the College Administration under which only one-third of the classroom faculty in any one semester will be allowed to work a 12 contact hour schedule. The election to teach 12 contact hours above referred to may not be made by classroom faculty in departments which would be rendered incapable of operation by said election or where such election would cause the violation of any contract with the federal or state governments.

The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. In the case of part-time instructors being hired, payment shall be made at the established overload rate. A department's total offerings shall not be reduced because of the election to teach only 12 contact hour programs by its members.

Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the Fall Semester Academic Year Program, which includes three seminar hours. In no event, however, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

In addition to classroom hours, each classroom faculty member will be required to post two and one-half office hours per week. Classroom faculty will also schedule an average of five hours per week to satisfy their academic responsibilities to the College and the department.

Room assignments and departmental time schedules will be assigned equitably to all departments by the Dean of Instruction. Within the individual departments, courses will be assigned by the Personnel & Budget Committee or other designated elected department committee and the department chairpersons. These courses will be assigned on the basis of seniority or any other method agreed to by the members of the department.

Teaching schedules will be assigned by the appropriate committee and chairperson in each department. The number of different instructional preparations each semester shall be kept to a minimum and shall not normally exceed three. Wherever possible, such schedules shall provide for a compact work week of no more than four days, except on application of the individual faculty member to the Executive Committee of the Union and to the departmental Personnel & Budget Committee. A teaching schedule of less than four days must have approval of the Dean of Instruction. Final schedules will be filed in the Office of the Dean of Instruction.

Whenever possible, time will be provided to classroom faculty in the normal work week for professional development. Classroom faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full-time at any other college or university.

In unusual cases in which the Administration is unable to acquire qualified adjunct faculty to cover classes, the Administration can request a full-time faculty member to teach these classes which would be in excess of his full-time teaching schedule. Approval of each case is required by the Executive Committee of the Union. Class coverage by a full-time faculty member in these cases shall be wholly voluntary.

Compensation will be at the prevailing adjunct rate.

Clause #220 B2(5)

STUDENT/FACULTY RATIO:

1. The student/faculty ratio is defined as the ratio of fiscal year equated students (FYES) to full-time equivalent faculty (FTEF).

In the event that the student/faculty ratio exceeds, or is projected to exceed, 19.5/1, (the College) agrees to increase the size of the bargaining unit to a level that brings the student/faculty ratio below 19.5/1. In the event that the student/faculty ratio drops or is projected to drop below 17.5/1, (the College) may institute layoff procedures.

In the event of a layoff, (the College) agrees to institute recall procedures whenever it is necessary, but in any event, no later than when the student/faculty ratio thereafter exceeds or is projected to exceed 18.5/1.

(a) The FYES figure shall include all on-campus credits and all off-campus courses taught as part of a regular teaching load assignment during the fiscal year. Conversion from student credit hours (SCH) to FYES shall be by the formula, thirty-one undergraduate SCH equals twenty-four master's level SCH equals sixteen doctoral level SCH equals one FYES.

(b) The FTEF figure shall include instructional faculty supported from all sources in accordance with the following:
(1) All faculty appointed full-time for the Fall and Winter semesters are to be counted as 1.0 FTEF, except as noted in (4) and (7) below.
(2) All faculty appointed full-time for either the Fall or Winter semesters are to be counted as .5 FTEF for each semester.
(3) All faculty appointed full-time for the Spring or Summer session are to be counted .22 FTEF for each session, except as noted in (4) below. Faculty appointed part-time for the Spring or Summer session shall be counted at the proportionate FTEF value their remuneration bears to what their full-time remuneration would have been on full-time appointment.
(4) All faculty appointed full-time for the fiscal year are to be counted 1.25 FTEF.
(5) The conversion of part-time appointments to FTEF is to be based upon the proportion of salary paid to a total of $10,800.
(6) Teaching duties performed by department chairpersons, other administrative personnel and faculty whose salaries are paid by grant monies shall be regarded as contributed services.
(7) Full-time faculty who are on leave shall be counted at the proportionate FTEF value their remuneration bears to their full-time remuneration.
(8) Graduate assistants who are engaged solely in research shall not be counted for FTEF purposes. Other graduate assistants shall be counted at the value of .33 FTEF per full assistantship.

2. Student/faculty ratio data shall be developed by (the College) and shared with Chapter representatives. A joint committee will develop a projected student/faculty ratio between November 1 and January 31 of each academic year. The committee will revise this projection data between June 15 and July 15. The committee will develop final ratio calculations within a month of the close of a semester or session and by July 31 for the fiscal year that ended on June 30.

Clause #221 D4(5)

NON TEACHING STAFF SCHEDULES: Librarian: The Librarian's workyear shall consist of two hundred and five workdays. Each workweek shall consist of

Workload (Cont'd.)

workdays. Each workweek shall consist of forty hours, Monday through Friday. No workday, as part of the regular schedule, shall begin earlier than 8:00 a.m. nor end later than 11:00 p.m., except for Fridays when the workday shall end no later than 5:00 p.m. Wordays may, at the discretion of the administration, be varied in length provided no split shifts are established. However, no workday shall be longer, as part of the regular schedule, than nine continuous hours including meal period. There shall be a fair and equitable distribution of work hours among Counselors.

Hours worked in a workweek above forty shall be assigned on a voluntary basis. Compensation for such work shall be in the form of supplementary time off on a hour for hour basis.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitratory or capricious manner.

Program Specialists: Employees of the College employed in the title of Program Specialist shall retain the same hours of work and conditions of employment as provided to them in 19-- except as modified.

Faculty members do not have to be on campus when classes are cancelled by the College due to any emergency. However, emergency class cancellations confined to a particular building(s) or locale shall only apply to employees so affected by that emergency.

Clause #222 B2(7)

COUNSELORS AND ADVISORS WORKLOAD: Effective July 1, 19--, counselors and advisors will be employed for the academic year; provided that, however, assignments beyond the academic year shall, within the sole and absolute discretion of the Board, be a condition of employment for counselors and advisors; said assignments shall be compensated on the basis of the counselors' and advisors' pro rata weekly salary for the academic year.

Counselors shall work 37.5 hours per week straight time. An overload for a counselor shall be defined as teaching a course from a subdivision schedule beyond a 37.5 hour per week work load. Counselors and advisors shall work nights, as directed, during each week of orientation before the Spring and Fall semesters; one evening per week for each other work week, as directed; and, as to the counselors and advisors hired after June 30, 19--, to the extent and under the conditions of their hiring, as a condition of their employment. All other night work for counselors and advisors shall be voluntary, provided that if there are no volunteers the counselors' and advisors' immediate supervisor shall assign said night work as the said supervisor requires.

Counselors desiring overload from the subdivision schedule shall notify their immediate supervisor.

Counselors shall select regular and overload courses in accordance with this agreement.

Counselors' overload compensation for courses from the subdivision schedules shall be consistent with this agreement.

For special assignments not covered above, counselors and advisors shall be compensated by mutual agreement between the faculty members and their immediate supervisors.

Counselors shall have priority over other members and over nonmembers of the bargaining unit in teaching Psychology 100 (Human Potentials) as part of their regular load.

The criteria for evaluation for counselors shall be the document, Counselor's Evaluation Criteria, dated 3/6/--. This document shall be provided to counselors upon request.

The criteria for evaluation for advisors' shall be the document, Evaluation Criteria, dated 6/19/--. This document shall be provided to advisors upon request.

The counselors' and advisors' immediate supervisor shall establish the objectives and activities required to be performed by counselors and advisors in order to be recommended for promotion to the next higher level, after consultation with the counselor or advisor in an attempt to agree on said objectives and activities.

Librarians Workload: Librarians shall work 37.5 hours per week straight time on a 12-month basis.

Workload (Cont'd.)

The Board shall have the right to establish evaluation procedures, provided that changes in such procedures shall be after notice to and consultation with the Association. Currently, the sole criteria for evaluation and promotion for librarians shall be the document "Rank and Promotion Criteria for Academic Librarians", which document shall be provided to librarians.

Contracts for librarians shall specify Library position and academic rank (for example, Assistant Librarian with rank as Assistant Professor).

Assignments to librarians beyond 37.5 hours of work per week, such as teaching a course from a subdivision schedule or hourly overtime beyond their 37.5 hour per week work load, shall be considered overload.

Librarians desiring overload from a subdivision schedule shall notify the appropriate associate dean and the head librarian. Librarians desiring overload from the unclaimed course list shall notify the Dean of Instruction and the head librarian.

Librarians shall select overload courses in accordance with this agreement.

Librarians' overload compensation for courses from subdivision schedules shall be consistent with this agreement.

Clause #223 D2(11)

C. PROFESSIONAL RESPONSIBILITIES

FACULTY RESPONSIBILITIES: A faculty member, in accepting appointment, has a principal obligation to identify his professional welfare with the welfare of (the College). His responsibilities include the specific items listed below. No priority of importance is implied by the ordering, and all items are not necessarily expected to the same degree from each faculty member.

Effective teaching and counseling. This involves adequate preparation for classes, maintenance of high professional standards of quality, counseling students on curricular matters, and seeking outside support for the development of educational programs.

Conducting basic and/or applied research, or the improving of an art. This includes advising thesis students, seeking financial support from outside sources, and keeping abreast of professional developments.

Writing professional papers, textbooks or other scholarly works.

Participating in outside professional activities appropriate to the above responsibilities at other academic institutions, professional societies, or industrial and government agencies.

Participating in (the College's) institutional and committee work and in regular Institute official functions such as faculty meetings, Convocations, Commencement, etc.

Devoting at least five days per week during the academic year when regular classes are in session to discharge these responsibilities, at least four of which shall be on campus unless absence is required in which case the Department Head's approval shall be obtained. Such approval shall not be unreasonably withheld.

Clause #224 BS(4)

DUTIES OF THE FULL-TIME FACULTY: The duties of the full-time faculty are:
To meet classes or perform professional duties promptly as assigned.
To be available for classes or other assignments 5 days a week as the needs of the College require.
To serve on Faculty committees.
To keep abreast of educational advances in their respective fields.
To be available at regular hours for consultation.
To represent the College when called upon to do so by the President.
To attend all general Faculty meetings, workshops, and special meetings called by the President, the Academic Dean, or the division chairman.
To be present in cap and gown at Commencement and Class Day exercises.
To be present at a College Convocation.

To engage in no activity at all outside the College which will interfere with the proper fulfillment of their teaching responsibility; to engage in no teaching employment at the college level outside the College without the approval of the Academic Dean.

Clause #225 C4(1)

PROFESSIONAL RESPONSIBILITIES OF THE FACULTY AND LIBRARIANS: Professional Responsibilities of the Faculty: Effectiveness of teaching, professional growth as reflected by creative work, willing acceptance of responsibilities other than teaching, worthy representation of the University in public affairs, participation in the programs of professional societies, and successful maintenance of sound personal and ethical relations with one's colleagues and the Community, these are among the professional responsibilities of the faculty. To these should be added the following specifics:

Full-Time Service: A full-time faculty member is expected to perform teaching duties in accord with established requirements of the University and of the particular school or college to which the faculty member is assigned; pursue professional development and enhancement of the public good and of the prestige of the University through research, scholarly publication, interest in professional groups and societies; counsel students, assist at registration and commencement exercises, maintain regular office hours, serve on University committees and perform other institutional tasks characteristic of the academic profession.

Evaluation of Instruction: Every member of the faculty shall allow to be distributed and tabulated for each course in each semester a student descriptionnaire. The instrument used shall be the Hildebrand-Wilson-Dienst Form unless another standardized instrument mutually agreeable to the faculty member and the University is substituted. Deans shall distribute, collect and tabulate the descriptionnaire, and provide the results to the faculty member.

Intent to Stay: If, upon timely request by the University, no notice is received from the individual faculty member by July 1 indicating his intent to remain with the University, the University shall consider the faculty member to be terminated.

Commencement Exercises: All Association members are required to attend the annual Commencement exercises, in cap and gown. Permission to be absent from these exercises may be given by the Association member's Dean.

Changes of Class Hours or Classrooms or Examination Times: Faculty members are not authorized to change hours of classes or rooms assigned without the written approval of the appropriate Dean. Nor should the faculty member discuss such changes with the students prior to receiving approval from the proper authorities. The Registrar, after receiving information of all changes in class hours and classrooms approved by the Dean, has the responsibility for effecting such changes and informing those concerned. When semester exams are given, they must be administered according to the published schedule. Any exceptions must be obtained in writing beforehand from the Dean.

Cancellation of Classes: (a) Faculty members have an obligation to meet all their scheduled classes and to hold class throughout the whole of the scheduled time. However, it is recognized that exceptions may exist. Any deviation from regularly scheduled class meetings must be reported by the faculty member to his Dean. If the Dean objects to the deviation, he may ask the faculty member to adhere to normal scheduling.

(b) When a faculty member is forced by illness or other indisposition to cancel class, the students and the Dean should be informed before the class is scheduled to meet, if possible.

(c) A faculty member who, for good reasons other than illness, needs to be absent from classes for a short period must request permission from the Dean. If permission to cancel classes is given, the Registrar should be notified.

Faculty Availability: All full-time faculty members must be available for service at the University throughout the academic year. (The academic year begins on the Monday of the week preceding that in which undergraduate instruction begins in the fall semester and ends with Commencement exercises in the spring semester.)

Office Hours: Each full-time faculty member is expected to keep regular office hours on a schedule to be approved by the Dean and be available to students and advisees without previous appointment. The hours should be distributed so as to be of maximum availability to students. The schedule should be posted and strictly observed. Where non-teaching obligations require additional office hours, these should be provided.

Tutoring One's Own Students: A faculty member may not be recompensed beyond his regular salary for tutoring his own students.

Faculty Responsibilities to Students - Conduct in the Classroom: The instructional staff, in the classroom and in conference, should encourage relevant discussion, inquiry and expression. Student performance in the classroom should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to the academic objectives of the University of ——.

Protection of Freedom of Expression: Students of the University of —— are free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion. The students are responsible for learning the content of any course of study for which they are enrolled.

Protection Against Improper Academic Evaluation: Students shall have protection through orderly procedures against prejudiced or capricious academic evaluation as specifically provided for. At the same time, students are responsible for fulfilling standards of academic performance for each course in which they are enrolled.

Without limiting the generality of the foregoing, students of the University of ----- shall have the following rights:

The peaceful advocacy of any personal academic opinion, even if it may contradict stated University principles, is consonant with the rights of an individual living in a free society. Students may represent without penalty any academic opinion in or out of class, but may be required to demonstrate knowledge of views contrary to their own in order to fulfill course requirements.

No major tests shall be administered and no major papers shall be assigned during the seven calendar days preceding the final examination week. The only exception will be combination lecture-laboratory courses, where the laboratory portion of the course may be scheduled for examination.

The student shall receive from his instructor during the first week of class a reasonable outline of the work and research expected of the course in which he is enrolled; such an outline shall include such term papers and research papers of substantial proportions, and the approximate date on which such assignments are due.

Students may review and appeal their grade, including material marked by teaching assistants or class assistants, to the course instructor. "Review" is taken to include inspection of the final examination and any written materials which influence the grade. The student may appeal, in writing, his grade to the department chairman in the Colleges of Liberal Arts and Sciences, or to the Deans of the College of Business Administration, School of Nursing, School of Education, the Dean of the Evening College, or the Dean of Continuing Education; should the Chairman or Dean decide there is merit to the appeal, the Chairman or Dean will obtain a written statement from the instructor involved. The Chairman or Dean, or disinterested members of the department, will consider these statements together with such papers and examinations contributing to the questioned grade, and render judgment. The decision of the Chairman or Dean is subject only to an appeal accepted by the office of the immediate academic superior of that College. Nothing contained herein should require an instructor to violate a duty of confidence arising out of the use of standardized examinations. It should be understood that a reviewed grade may be raised or lowered. Changes in grades, after their submission to the Dean's office, may be made only by the Dean and only at the written request, with reasons, of the faculty member.

Instructors may require the attendance of students at specific functions outside of class if sufficient notice is given. Students habitually required to attend such functions should be given an equitable amount of time off from regular class hours. Any cost should be announced during the first week of class.

Professional Responsibilities (Cont'd.)

Students may change courses without penalty within a reasonable period after registration, as stated in the catalogue.

Professional Responsibilities of Librarians: Librarians serve students, faculty, other scholars and members of the University community by acquiring materials for immediate and future needs and by making them accessible and available, by advising and instructing in the use of the library, by expanding available resources through cooperation with other libraries and information centers, and by developing awareness of the range of ideas and possibilities for scholarly research and personal intellectual development. Effectiveness of library service, professional growth as reflected by creative work, willing acceptance of responsibilities other than library service, worthy representation of the University in public affairs, participation in the programs of professional societies, and successful maintenance of sound personal and ethical relations with one's colleagues and the community, these are among the professional responsibilities of the librarians.

Rules and Procedures Governing Conduct of the Faculty and Librarians: The University will from time to time establish and/or modify rules and procedures governing the provisions of this section. Actions taken with regard to the provisions of this section are subject to grievance and arbitration as to the necessity and reasonableness of these actions.

Clause #226 F4(1)

DUTIES OF ALL PROFESSIONAL STAFF:
All members of the professional staff shall: perform duties as outlined below; within the work load limitations of this Article, perform such other duties as the president may assign, provided that such duties shall be consistent with the mission of the college; serve on college committees if chosen; attend commencement ceremonies, unless excused by the president, wearing academic garb when required; attend college convocations, conferences, and meetings.

Specific Duties of Teaching Faculty -
Teaching: The teaching responsibilities of full-time teaching faculty shall constitute approximately 80 percent of the employment obligation of teaching faculty. The teaching obligation includes: teaching of organized courses in accordance with published catalog or other approved course descriptions and class schedules; related preparation including development of syllabi and reading lists and divisional or departmental responsibilities in the selection of texts and other teaching resources; academic and career-oriented advising of students; maintenance of designated office hours or the equivalent; maintaining contact with one's academic discipline and/or the development of knowledge in one's field of speciality; maintenance of accurate scholastic records of students; distributing to each student in his courses during the first week of classes, subject to subsequent modification, with copies to the academic dean, a course

outline or overview, information as to reading and attendance requirements, and an indication of evaluative and grading mechanisms to be utilized.

Other Responsibilities: The other responsibilities of full-time teaching faculty shall constitute approximately 20 percent of the employment obligation of teaching faculty. Other responsibilities include: service on college, divisional/departmental committees; reasonable assistance in student registration and add and drop procedures; attendance at college convocations, conferences, meetings, and divisional/departmental meetings; preparation of routine and special reports; advising of student organizations and activities; development of new instructional techniques, course offerings, or programs; participation in community service activities consistent with the mission of the college.

During the second week of classes, the teaching faculty member shall submit to the academic dean a schedule which confirms the number, hours, and location of each assigned course and which indicates the location and time of office hours and other regularly scheduled professional responsibilities.

Clause #227 A2(1)

D. OUTSIDE EMPLOYMENT

OUTSIDE EMPLOYMENT: The primary responsibility of the faculty is to the College. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities.

Clause #228 B2(6)

OUTSIDE ACTIVITIES AND PART-TIME EMPLOYMENT: The College recognizes an obligation to make available to the community the professional competence and technical knowledge of the faculty members. The potential value of such outside employment to the faculty and College is recognized.

Full-time employment by ----- Community College shall be considered the primary employment of the individual and he/she shall limit other compensated professional activity so as not to impair his/her educational effectiveness. In the event there appears to be a conflict, the Department Chairperson, in conjunction with the Department Personnel and Budget Committee and Dean of Instruction, shall attempt to reconcile the conflict. If it cannot be resolved at this level, it becomes a subject for grievance procedure.

Clause #229 B2(5)

OUTSIDE EMPLOYMENT: Association members shall not allow outside employment to interfere with their professional duties. Each Association member must inform his Dean/University Librarian of all outside employment he undertakes. If the Dean/University Librarian feels that such outside employment is interfering with the scope or quality of the Association Member's professional performance, he shall consult with the Association Member to try to resolve the problem. If no agreement is reached, the Dean/University Librarian may ask the Association Member to terminate his outside employment.

It is recognized that many of the activities in which faculty members engage, e.g., consultation, lecturing, research, or teaching, contribute to their professional growth and material well-being.

Clause #230 F4(1)

CONSULTING: Consulting with or without additional compensation is recognized as an appropriate professional activity to the extent that it enhances the professional stature and vitalizes the teaching and research capabilities of the Institute and the unit member.

Off-campus consulting shall not interfere with the unit member's primary professional responsibilities.

Off-campus consulting, during the academic year when regular classes are in session, which is in excess of two days per month must be approved by the Department Head. Such approval shall not be unreasonably withheld.

Clause #231 BS(4)

OUTSIDE EMPLOYMENT: Outside employment consistent with the Outside Employment Policy stated in this contract should be reported in writing to the Vice President for Academic Affairs annually in May. Written approval for outside employment that would be an exception to the policy must be secured in advance from the Vice President for Academic Affairs. Inasmuch as (the College) is a professional school, contact with business is desirable. Consequently, a modest amount of faculty activity in business has been accepted without question. Some members of the faculty teach in evening divisions elsewhere but, in such cases, any evening teaching at —— College is correspondingly reduced.

The College recognizes an obligation to make available to the community the special knowledge and intellectual competence of its faculty. Consequently, it has adopted a policy to govern the extra-College activities of the faculty as follows:
The outside activities shall not conflict with College responsibilities. They shall not involve conflict of interest or possible interference with objectivity in teaching or research. The faculty member shall make a written annual report to the Vice President for Academic Affairs setting forth the general nature of the work and the time involved. After reviewing the annual report, the Vice President for Academic Affairs will inform the faculty member whether there are any inconsistencies with the policy of the College.
The name, property, and facilities of the College shall not be used for outside work unless specific authority is granted by the Vice President for Academic Affairs.
The amount of time given to outside activities shall not exceed an average of one day per week.

While the College expects that all outside work will be compensated at a level commensurate with the usual professional fee, the matter is for the discretion of the individual faculty member involved.
If the College requests a faculty member to perform services for another organization, the College will arrange for adequate compensation.

Clause #232 AS(2)

Outside Employment (Cont'd.)

OUTSIDE EMPLOYMENT: Full-time Professional Employees and non-teaching Professional Employees are expected to render full-time and attention to the assignment for which they are employed by the College. A condition of employment is the recognition on the part of each individual member that his/her loyalty to the College is undivided and his/her cooperation is assured. It is also understood that there are extra-class duties and responsibilities, including participation in certain College activities. This precludes the acceptance of any outside employment or responsibilities which might make it impossible for the individual member to devote full-time and attention to the assignment for which he/she is employed by the College. Participation in such outside employment must have prior approval of the Board. Request for such activities must be made in writing to the Board.

Clause #233 D2(7)

E. LEAVE PROVISIONS

LEAVES OF ABSENCE WITH PAY: It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. Short-term Disability Leave for Illness:

a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six months' compensation in any twelve-month period. Nine-month bargaining unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining unit member is still disabled at the beginning of the Fall Quarter, he/she may continue on short-term disability in the normal manner. Bargaining unit members shall be responsible for promptly notifying their department chairperson, dean, or immediate supervisor of each day of illness absence.

b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he/she has been absent more than fourteen consecutive calendar days, or for fifteen business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining unit member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

d. A member of the bargaining unit, as defined in 1.a. who has five or more years of continuous, full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six month short-term disability period.

e. A bargaining unit member who has been on short-term disability leave and has medical approval from the University Health Service may return to work on a fractional-time basis. He/she shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that he/she has remaining in his/her short-term disability bank.

2. Mandatory Sick Leave:
In the event that there is sufficient evidence as determined by the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to members of the bargaining unit; however, decisions made by the University under this contract provision shall be subject to the Grievance Procedure at Step Two.

3. Personal Emergencies:
a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.
b. A member of the bargaining unit shall be given a leave of absence with pay for not more than five days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.
c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).
d. After six months of service, a member of the bargaining unit may take up to two days for personal reasons during a fiscal year. Sufficient prior notice shall be given to the chairperson, dean/director or his/her designee, as appropriate.

4. Civic and Related Duties:
a. Court and Related Duties: Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.
b. Short-term Military Leave: Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not to exceed thirty days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

5. Maternity Leaves of Absence:
It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

a. Short-term Disability Leave: For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness.

b. Maternity Leave of Absence Without Pay: A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay.

Clause #234 D4(4)

LEAVE PROVISIONS:

1. Sick Leave: A faculty member shall accumulate sick leave at the rate of fifteen days for each academic year of service in accordance with current practice. Sick leave shall be cumulative from year to year. Sick leave with full pay to the total amount accumulated may be used by a faculty member for his/her personal illness or accident for any period during which he/she is scheduled to perform his/her duties. No faculty member's salary shall be paid, however, if the accidental injury is received while the faculty member is engaged in remunerative work unrelated to college duties. The provisions of this Article shall not preclude the granting of additional sick leave by administrative action. Sundays, holidays and vacation periods shall not be counted as days lost.

Sick leave of one week or less for academic faculty members may, at the discretion of the President or his/her designee, require that classes be covered by colleagues of the faculty member. For a sick leave period of more than one week, the affected classes shall be covered, at the discretion of the President or his/her designee, either by hiring a temporary employee or by assigning the classes to another faculty member. In this latter situation, overload, shall be paid to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

2. Work-Related Disability: A faculty member who sustains a work-related injury, as a result of which he/she is disabled, shall receive a disability payment which shall be the difference between the monies to which he/she may be entitled under Workmen's Compensation, Social Security, or other applicable disability benefits and his/her full salary for a period of one year or for the duration of his/her disability, whichever period is the shorter. This payment shall be made only for periods during which the faculty member would have been working. Sick leave may be taken at the expiration of one year to the extent of the faculty member's accumulation if the disability continues. Sick

leave, however, shall not accrue during the period of the disability payment. No credit for tenure or for sabbatical leaves shall be given for any academic term during which absences due to the disability constitute more than fifty percent thereof.

3. Leaves of Absence:
A. Sabbatical Leaves:
A leave of absence for a period not to exceed eighteen college calendar weeks with full pay in accordance with current practice, or a leave of absence for a period not to exceed thirty-six college calendar weeks with half pay, in accordance with current practice, for restoration of health, study, travel or other appropriate purposes, may be granted to any faculty member of any college who has completed seven or more years of satisfactory service as a faculty member of one or more of the colleges.

At least five consecutive years of such service shall have been rendered to the college from which the leave is sought. A faculty member who has been granted an approved leave without pay shall not be deemed to have had his/her consecutive service interrupted; provided, however, that time spent on such leave shall not count as service toward a sabbatical leave.

If the college operates on a system of units other than semesters, the faculty member may at his/her option be granted a period corresponding to one or more units within the previous restriction of total weeks. Leaves may be granted for any part of the calendar year.

One sabbatical leave may be allowed for each additional seven years of service. Leaves shall be accumulated so that no one shall lose entitlement because of failure to use leave, but no one shall be entitled to use more than thirty-six weeks of the accumulated leave in succession.

No sabbatical leave shall be granted unless the faculty member shall agree in writing to return to his/her employment with the college for a period of not less than one year immediately following the expiration of such leave of absence.

No such leave of absence shall be considered a termination or breach of the contract of employment and the faculty member on sabbatical leave shall be returned to the same position he/she occupied prior thereto.

Every faculty member while on such leave of absence shall be considered to be in regular full-time daily attendance in the position from which the leave is being taken during the period of said leave, for the purpose of determining the faculty member's length of service and the right to receive increments as provided by law.

Every faculty member on sabbatical leave shall retain the right to make contributions as a member of the State Employees' Retirement fund, the Public School Employees' Retirement Fund or TIAA-CREF and continue his/her membership therein.

Nothing in this Section shall be construed to prevent any faculty member on sabbatical leave from receiving a grant for further study from any institution of learning other than the college which employs him/her.

Each college may grant such leaves of absence in any one year to five percent of its faculty.

a. A committee chosen by and from the faculty at each college shall receive applications for sabbatical leaves at a time and in a manner which it shall determine and announce.
b. The committee shall review applications and forward the full list of applicants, with such recommendations, commentary or priorities as it shall determine, to the President or his/her designee.
c. Should the President or his/her designee reject in whole or in part the recommendations of the committee, the committee shall be notified in writing and the chairperson of the committee shall be given an opportunity to discuss the matter with the President or his/her designee, but the President shall make and announce his/her decision with respect to the granting of sabbatical leaves not later than fourteen months prior to the beginning of the academic year during which the leave will commence.
d. Anything herein to the contrary notwithstanding, as authorized by law, the President of each college shall have the right to make such regulations as he/she may deem necessary to make sure thast a faculty member on sabbatical leave utilizes such leave properly for the purpose for which it was granted, including requiring reports from the faculty member in such manner as the President may deem necessary.
e. (1) An individual faculty member shall have the right to grieve sabbatical leave decisions only as to himself/herself and then only with respect to failure to observe the procedures set forth above or insofar as other provisions of the Agreement may have been violated.
(2) The Union shall have the right to grieve with regard to substantial change in the pattern of granting sabbatical leaves.

B. Military Leaves:
Whenever a faculty member enlists or is drafted at any time into military service of the United States of America (which includes alternate service approved by the Selective Service Commission), he/she shall be granted a military leave without pay, in accordance with law. A faculty member on such authorized military leave will be required, within ninety days of his/her discharge (which must be under honorable conditions), to notify the college of his/her availability for employment. The faculty member shall have the right to return to the same position he/she held before going on military leave or to an equivalent position for which he/she is qualified, with such benefits as required by law. During the period of such military leave, the faculty member shall receive no credit for tenure and/or sabbatical leave, unless required by law.

Faculty members who are members of Reserve components of the Armed Forces are entitled to a leave with pay on all working days not exceeding fifteen days in any calendar year during which they are engaged in field training authorized by the Federal Forces.

Faculty members who are members of the (State) National Guard are entitled to leaves with pay on all days during which they shall, as members of the National Guard, be engaged in the active service of the commonwealth or in authorized field training, consistent with the Military code of 1949.

C. Bereavement Leaves:
A faculty member shall be granted up to five days bereavement leave for the death of a parent, spouse, child, brother or sister; and up to three days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law or any near relative who resides in the same household with the faculty member or any person with whom the faculty member has made his/her home. The actual days to be granted as aforesaid shall be such as will accommodate to the reasonable needs of the faculty member involved, and it is expected that his/her classes or other responsibilities will be covered by his/her colleagues. Such leave shall not be deducted from sick leave.

D. Jury Duty Leaves:
A faculty member called for jury duty or subpoenaed to attend court shall be granted leaves with pay for such purpose. Evidence in the form of a subpoena or other written notification shall be presented to the faculty member's Dean/Director as far in advance as is practicable. The college shall have the right to request the appropriate authorities to relieve such faculty member of jury duty or the court appearance in any manner permitted by law; and the faculty member is expected to report for regular college duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness.

E. Professional Leaves:
Faculty members shall, subject to the approval of the President or his/her designee, be granted professional leaves with pay to attend professional conferences, participate in training courses and sessions that are related to their work, and engage in other similar job-related activities.

Allowances for travel expenses in accordance with Article ——, hereof, travel expenses, may be granted to faculty members on such leave, subject to the availability of funds and to commonwealth/college regulations.

F. Educational Leaves:
Faculty members may be granted leaves of absence with reduced pay to pursue full-time graduate courses of study which are related to their present or future job, assignments and which can be expected to improve their value to the college(s). Selection of faculty members for this program will be based on the needs of the college(s) and shall be subject to the approval of the President or his/her designee.

G. Leaves for (Union) Service:
Faculty members who are elected or appointed full-time officials or representatives of the Union shall, at the written request of the faculty member, submitted not less than sixty days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed

three years. Such leaves may be renewed or extended by the written mutual consent of the Union and the college(s). In no event shall more than three faculty members from the college(s) be on such leave at any one time.

H. Miscellaneous Leaves Without Pay:
Faculty members shall be granted leaves without pay at the sole discretion of the President or his/her designee for any reason, for a period not to exceed two years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

I. Childbirth Leaves:
1. A pregnant faculty member shall be granted childbirth leave.
2. A pregnant faculty member shall submit written notification to her department chairperson of the anticipated duration of the childbirth leave, at least two weeks in advance, if possible, of the commencement of the leave period. Such leave shall be granted for a period of time not to exceed six months. Upon the request of the faculty member and at the discretion of the President, childbirth leaves may be extended or renewed for a period not to exceed six months. In no case shall the total amount of leave exceed twelve months.
3. A pregnant faculty member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.
4. While a pregnant faculty member is on childbirth leave, the duties of her position shall be performed either by the remaining faculty members and the position kept vacant, or by a temporary employee.
5. Every faculty member shall have the right to return to the same position she held before going on childbirth leave or to an equivalent position for which she is qualified.
6. A faculty member's anniversary date shall be extended in the same manner as is done with respect to leaves without pay.
7. Upon return from childbirth leave, a faculty member shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.
8. A faculty member shall be entitled to use accrued sick leave for the period she is unable to work, for medical reasons as certified by a physician. In addition, an administrative faculty member on a twelve month contract may use any accrued annual leave. All other periods of leave related to childbirth leave shall be leave without pay. Unused sick leave shall be carried over until her return. A faculty member shall not earn sick leave while she is on childbirth leave without pay. An administrative faculty member shall not earn annual leave while she is on childbirth leave without pay.
9. The above rule shall apply unless found to be inconsistent with existing statutes and ordinances.

Clause #235 B4(1)

FRINGE BENEFITS DURING LEAVES: Any faculty member on paid leave shall receive full fringe benefits. Any faculty member on unpaid leave shall have the option of making contributions sufficient to maintain full and continuous coverage on any or all fringe benefits during the time of the leave, subject to regulations set by the carrier.

Clause #236 D4(3)

LEAVES OF ABSENCE BECAUSE OF COURT APPEARANCES: Faculty members who are required to report to court in person in response to an involuntary subpoena or in response to a jury duty summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury, shall receive their regular salary with no loss of other benefits during these absences. The faculty member shall perform his/her duties as set forth in this Agreement during the period of his/her absence because of court appearances to the extent practicable.

During the first ten working days of court appearance, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter if the court appearance continues beyond the initial ten working day period, the Board shall secure a suitable replacement for the faculty member.

Clause #237 B2(6)

SICK LEAVE AND BANK: Persons covered under this contract shall accumulate sick leave at the rate of ten days per contract year without loss of compensation. Eight such days will be the teacher's individual sick leave and two days will accrue to the "Sick Leave Bank". The individual leave shall accumulate to 110 days.

If the "Sick Leave Bank" is fully funded, the two days provided for hereunder to accrue to the Bank shall be added to the teacher's individual sick leave, not to exceed the maximum accumulation of 110 days.

Individuals using personal sick leave may be required to present medical certification of disability after being absent ten consecutive workdays.

A full year's sick leave, ten days is available on the first day of the contract year, except that new teachers to this sytem will be required to stay in active employment during the initial thirty calendar days of their contracts, and that a salary deduction will be made for first-year teachers leaving prior to earning sick leave they have already taken.

In computing pro rata sick leave, (applicable only to first-year teachers) each of the ten months from August through May equals one day.

Service for one-half month or more, will be granted one day. Service for one-fourth month to one-half month will be granted one-half day of sick leave.

Teachers on an extended contract shall receive one day of additional sick leave for each four week period of employment beyond thirty-eight weeks, up to a maximum of twelve days per year, 110 days, total accumulation.

The Sick Leave Bank shall have a maximum of 750 days except that when the number of days in the Bank falls below 750, persons covered under this contract shall each equally contribute one or more days from their accumulated individual sick leave so that the total number of days in the Bank is at least 750.

Teachers new to the College will contribute three days of the leave they are entitled to during their first teaching contract with the College (unless the Bank is fully funded, in which case such individual leave days will be retained as part of the new teacher's accumulation).

Except for an approved leave of absence, whenever a teacher ceases teaching for the College, any accumulated leave he/she has will accrue to the benefit of the Bank. However, the Bank shall not accrue days beyond the 750-day limit.

A teacher may draw credit days from the Bank on the following conditions:

A teacher who is ill must first use all his/her individual sick leave. Thereafter, the administration will notify the Union of any withdrawal from the Bank.

Present a written report from a physician regarding the nature of the illness and prognosis for recovery.

Be a teacher under contract. Teachers new to the College must have reported for work on the day designated after having taken and passed the physical examination required by state law.

The maximum number of days which a teacher may draw from the Sick Leave Bank is the remaining days of the current teaching year plus the number of teaching days in the next contract year provided he/she is under contract or medical leave for the next contract year. Total compensation received via sick leave, Worker's Compensation, etc., may not exceed the amount of the teacher's current contract and his/her contract for the next teaching year.

If either the Union or the College desires a confirming medical examination from another physician of a teacher drawing on the Bank, such teacher will submit to such examination at the expense of the party requesting such examination.

Sick leave shall be effective on the first day of sickness or accident. The teacher shall have the duty of notifying his/her immediate supervisor of any absence because of sickness or accident. The college will notify the teacher once a year in September of his/her total accumulation. Sick leave shall be effective from the first day of the school year for which a teacher has signed a contract.

Days in the sick Leave Bank shall not be available as leave days for child rearing purposes nor for prenatal care unless such leave is medically determined as necessary.

Clause #238 D2(8)

LEAVE FOR POLITICAL REASONS: From time to time, employees of the College exercise the privilege of running for a political office. This is highly commendable and should in no way be discouraged. It is reasonable, however, to expect that one who enters a campaign for office will have occasions when he/she must be absent from his duties. Any employee who has filed to run for an office shall be required to request leave for political reasons effective on the date of the first need he/she has for being absent from his/her employment. Such request must be filed with the President at least five days prior to the proposed effective date of its commencement. This leave without pay shall continue until a letter, notifying the President to the contrary, is received. Such a letter must be in the hands of the President at least thirty days before the employee wishes to return to duty. This policy does not restrict a candidate to being granted only one leave for political reasons during a campaign. Leave for political reasons is personal leave granted without compensation.

Clause #239 C2(3)

F. FACILITIES/OFFICE SPACE/SERVICES

FACILITIES AND EQUIPMENT: The employer will make reasonable effort to provide each employee with sufficient equipment, facilities, support services, and secretarial services necessary for the employee to perform her/his assignment.

Clause #240 D2(10)

GENERAL WORKING CONDITIONS: All faculty members, their spouses and dependents shall be admitted free to those College-sponsored activities, which shall not include activities the charge for which is the primary determination of students, to which faculty members have been admitted without charge in the past.

A discount of ten percent shall be granted to all faculty members for all books purchased from the College Bookstore for the faculty member's personal use.

The Faculty Lounge shall continue to be maintained for the use of the faculty.

Telephone service for intra-campus communications and incoming calls shall be provided in each faculty member's office provided existing facilities make it possible to do so.

Faculty members shall have reasonable access to the Computer Center if practicable for research and related purposes.

The College shall continue to provide the adequate and convenient parking facilities which presently are provided to all members of the faculty at no expense to the faculty.

Secretarial services in a department, the allocation of which shall be under the supervision of the department chairperson, adequate for the transaction of all College business shall be available to all faculty members in that department.

Each faculty member shall be provided with suitably equipped office space and the necessary supplies for his/her work. Department chairpersons who presently are provided with single offices shall continue to be provided with these offices. In the event the space becomes available, department chairpersons who presently are not provided with single offices shall be provided with these offices.

When it is necessary for an individual to use his own automobile on College business, including but not limited to commutation between campuses and locations, a milage allowance of fifteen cents per mile will be provided. The Academic Vice President or his/her designee shall have the authority to approve these mileage allowance.

The Board shall keep in full force and effect during the term of this Agreement, (the Insurance Policy), which covers individual faculty members, a copy of which will be provided to the President of the Chapter, except that to the extent more favorable terms are agreed to between the Board and the Insurance Carrier. Under no circumstances will academic officers be covered under a more favorable liability policy than faculty members.

As soon as practicable after the commencement of the academic year, the Board will provide a current Faculty Handbook to each faculty member in order to provide faculty members with information useful for the carrying out of their duties and providing information concerning the rules, practices and procedures of the Faculty and the College.

Full-time members of the instructional and library staff must notify the department chairperson or Library Director of absences from classes or regularly assigned duties.
The department chairperson is responsible for seeing that the professional assignment of the faculty member is covered.

It is agreed that the faculty will appoint one of its members to sit on the Space Committee.

The Vice President for Academic Affairs and the appropriate Divisional Dean will consult with departmental chairpersons involved in regard to scheduling of large lecture courses prior to the construction of the master schedule.

Clause #241 B2(6)

FACULTY FACILITIES: When constructing a new building or renovating an existing building, due regard will be given to providing adequate office space to faculty within budgetary limitations and with due consideration of the needs for adequate space for students, staff, and administrative personnel.

Each College shall make every effort to provide at least one lounge for members of the bargaining unit and their guests.

Lockers assigned to faculty shall be permanent as long as the faculty member is a member of the bargaining unit and cannot be changed without the written consent of the faculty member.

Clause #242 A2-4(1)

FACULTY/PROFESSIONAL RANK STAFF INFORMATION, FACILITIES AND PRIVILEGES:
1. Information to Individuals. The University shall provide each member of the bargaining unit with the following material:
(a) Detailed written descriptions of the applicable benefit programs and an explanation of the individual bargaining unit member's options and rights thereunder; and
(b) An annual itemized statement of all fringe benefit contributions made on his behalf during the preceding year, including the member's contributions, if any. Tuition remission data shall be included in this statement.

2. Library Privileges. The University will negotiate with other libraries to secure certain library privileges on a reciprocal basis for those bargaining unit members requiring access to such resources for scholarly research.

3. Graduate Assistants. The specific duties of graduate assistants appointed to a department shall be determined by such department.

4. Secretarial Services. Faculty members shall be entitled to adequate secretarial service in the performance of their duties and responsibilities. Requests for such service normally shall be channelled through department chairpersons. In addition, the parties shall study the matter of delivery of secretarial services to the faculty and negotiate ways and means of improving these services.

5. Faculty Office Space:
(a) Compatible with the University's fiscal condition (in terms of new space), enrollment, residence hall occupancy, and currently available space, the University shall have as a goal the following: Each member of the bargaining unit (except for librarians, for whom present practices shall continue) shall be furnished a private (where available) or a semi-private, furnished office containing approximately one hundred square feet of space per person. Each chairperson shall have a private office, if available.
(b) Changes in Office Location. Before there is a change in a faculty member's office location, or before there is an alteration of the immediate working environment of a faculty member to a degree that may impede the faculty member's work effectiveness, the dean in whose college the move or change in work environment takes place shall notify all chairpersons or their designates within his college. The dean's notification will occur, except in emergency situations, one calendar month prior to the date scheduled for the move or work environment change. It is understood that the dean will be informed of all intended moves and alterations of work environment. The dean shall not be held responsible if others affected are not informed. After notification and department consultation (if requested), the dean's decision will be final and binding. Only procedural matters are grievable under this clause.

Clause #243 A4(1)

FACILITIES, SUPPLIES, SERVICES: Office space - Lockable office space shall be provided for each faculty member who shall also be provided with keys granting him access to his office and primary places of instruction or other College responsibilities during time when the faculty member is under continuous contract to the College. The parties agree that access to a faculty member's desk and files shall be only with authorization of the faculty member.

Educational materials and texts - Instructional faculty shall select the course materials and texts for courses for which they are professionally responsible, but such selection shall conform to published course syllabi or catalog course descriptions.

To the extent feasible subject to budgetary limitations, faculty members shall be provided with materials and equipment for their daily instructional or supportive responsibilities, including an individual copy of each textbook required in any educational effort for which the faculty member is professionally responsible. Every reasonable effort shall be made to provide such material prior to the beginning of the affected course.

Secretarial assistance - Within the limits of available resources, all faculty shall be furnished secretarial assistance.

Clause #244 E4(1)

SUPPORT PERSONNEL: Faculty Secretary - A secretary will continue to be assigned by the College to serve the teaching faculty.

Learning Laboratory and Audio-Visual Personnel - Professional staff members will continue to be available in the Learning Laboratory and the Audio-Visual Center to assist faculty members.

Clause #245 C4(1)

G. PERSONNEL FILES

PERSONNEL FILES: Any member of the faculty may have access to all documents in his/her official personnel file, including internal evaluations related to the individual, and may add to those records such materials as the individual believes necessary to give a reasonable representation of the individual's record. The contents of this file, except for routine personnel forms, shall be restricted to correspondence or documents received from the members of the faculty, and to correspondence or documents of which the faculty member has received a copy.

The official personnel file for each faculty member shall be maintained in the office of the appropriate dean or director. The contents of this file will include:

a. Documents submitted by the faculty member or placed in his/her file at his/her request.
b. Documents concerning the individual's employment history at the University and all records of personnel decisions affecting his/her compensation or employment status.
c. Copies of materials assembled in accordance with University Regulations, practices and policies, or the terms of this Agreement concerning the evaluation, reappointment, promotion or tenure of such faculty member, with the exception of outside confidential letters of recommendation.

The personnel file described above shall be available for examination by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request, and to purchase copies of any or all materials contained therein.

When a personnel action has been initiated by a department or other appropriate body, access to documents related to that action will not be available to the faculty member in the personnel file until that personnel action has been completed.

Clause #246 B4(6)

PERSONNEL FILES: Each employee shall have the right to review the contents of his/her personnel file during regular working hours, or at such other time as mutually agreed on with the Dean of the College. The review will take place in the presence of the Dean of the College or his/her designee. Excluded from the review will be employment credentials which are not designated by their source as available to be reviewed by the candidate.

The employee shall have the right to respond to all materials contained in said file and to any materials which are placed in said file in the future. Such employee responses shall be attached to the related report and become part of said file.

Personnel Files (Cont'd.)

Any complaints directed toward employee which are to be placed in his/her personnel file shall be called promptly to the employee's attention in writing.

The employee shall have the right to reproduce through the Dean of the College any of the contents of the file at his/her expense.

Clause #247 D4(3)

MAINTENANCE OF RECORDS: College Files: Each college in the system of ---- Community Colleges shall maintain three official files for each member of its professional staff: a personnel file, a professional file, and an application file.

Personnel File: The personnel file shall include the following: record of salary, increments, and change of status; record of leaves of absence, vacations, and personal leave days; sickness reports; records of payments for insurance, retirement benefits, etc., record of accrued longevity; and general fiscal data. These records shall be accessible on a reasonable basis to the person concerned.

Professional File: Subject to the provisions specified hereinafter, the president of the college shall be responsible for the confidentiality, control, and content of the professional file. It may include only the following: information relating to the professional staff member's academic and professional accomplishments; records generated by the college; reports of the evaluation of the professional staff member's performance; memoranda of discussions between the professional staff member and supervisory and managerial personnel including but not limited to department chairpersons, division heads, deans, or presidents relating to the professional staff member's employment relationship to the Board; and signed, written statements relating to the quality of service of the professional staff member.

In the case of the above, the professional staff member may attach written comments. To this end, professional staff members are encouraged to review their files on a regular basis with the right to have any and all documents reproduced at cost to the professional staff member. Such files shall be placed in a location other than the private office of the president. No item shall be included unless a copy has been provided to the professional staff member together with a notice that a copy will go into the file, provided, however, that this requirement will be effective June 1, 19--.

Application File: The application file, which shall be in the control of the president, shall contain all materials requested by the college or supplied by the professional staff member in connection with original employment, including confidential material solicited in regard to the employment application. Such confidential material shall be accessible to the individual professional staff member unless such professional staff member agreed to its confidentiality as to himself prior to its solicitation. The material may be made available to the Board of Trustees and appropriate Board office and college personnel and committees for the purpose of initial selection. Confidential material may not be utilized in any subsequent decision affecting the individual's employment, except as the initial appointment may come into question.

The Office of the Board Files:
General File - Files for all professional staff are maintained in the office of the Board. These files may contain materials submitted to the Board in support of appointment recommendations by the presidents. The files may also contain duplicates of all materials submitted in conjunction with board actions, such as promotions, and duplicates of all appointment and reappointment notices. In addition, all correspondence between the Board's office and the individuals may be part of these files. The file shall be accessible on a reasonable basis to the person concerned.

Grievance File - In any action taken or recommended by a president in which an appeal is made by a professional staff member to the Board, a separate file relative thereto may be maintained. This file shall be accessible on a reasonable basis to the person concerned.

Clause #248 A2(1)

PERSONNEL FILES: All evaluation reports or letters of reference concerning all persons covered by this contract shall be in writing and the individual concerned shall be apprised of such reports or letters.

Information relating to any person covered by this contract and placed in his personnel file shall be limited to matters affecting his official responsibilities. Any matter which has not been put in writing sixty working days from the time of its occurrence or from the time it could reasonably have been discovered may not be later added to the file of a tenured employee. In the case of non-tenured employees, any matter which has not been put in writing within ninety working days from the time of its occurrence or from the time it reasonably could have been discovered shall not be later added to the file. Notwithstanding the above, observation and evaluation reports must be put in writing within seven consecutive (excluding weekends and holidays) days from the date the observation was made, unless an extension is granted upon mutual consent between (the College) and the Union. Reports shall be signed by the individual observed, and he shall be permitted to file a written reply to any portions of such reports to which he may take exception. He shall have the right to answer any material filed and his answer shall be attached to the file copy. All personnel covered by this contract shall be permitted to reproduce any material in his file.

Individual personnel files shall be confidential, but any individual covered by this contract shall have the right to review his own file in the Personnel Office at any reasonable time. He may be accompanied by an adviser of his own choice.

All personnel information relating to any person covered by this contract shall be kept in his official personnel file, and no other file shall be maintained.

Clause #249 B2(3)

PERSONNEL FILES: The College shall maintain a personnel file which shall be a depository for all materials relevant to personnel procedures. The file shall be maintained by the appropriate dean who alone shall be responsible for initialing and placing materials in the file. This file alone shall be used by the administration and faculty personnel committees in the process of faculty status evaluations. All individuals having access to personnel files shall maintain the contents of such files in confidence.

The faculty member and the dean shall have the right to add relevant material to the personnel file. The faculty member shall be provided with a copy of such material at the same time, shall have the right to respond to any document in his personnel file and to have such response included in the file and attached to the appropriate document. By mutual consent of the dean and faculty member material shall be removed from the file and destroyed.

No anonymous material other than student evaluations may be placed in the faculty member's personnel file.

The personnel file described above will be available for examination in the dean's office by the faculty member who shall be entitled to review such personnel file at reasonable hours upon written request. The faculty member shall have access to this file and be afforded the opportunity to make copies of any materials in the file. The dean may require two working days written notice prior to providing access to the faculty member's personnel file.

Clause #250 A4(1)

PERSONNEL FILES: The employer shall retain only one personnel file for each academic employee in the campus President's office or in the office of his/her designee. Except as otherwise provided in this section, copies of material in the personnel files shall be confidential. The employer may maintain payroll and salary committee records at some other location.

Personnel Files (Cont'd.)

An academic employee shall have the right to answer in writing any complaints in his/her personnel file and attach such answer(s) to the complaint(s). He/she shall also have the right to attach any other relevant supporting statement(s) or affidavit(s) and shall have the right to add other material about his/her performance.

Material which may adversely affect any academic employee may be placed in his/her personnel file only after he/she has been given reasonable opportunity to read the material, append to it answers to any charges, complaints, or statements involved, and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material.

Excluding student evaluations resulting from a formal evaluation plan adopted by the Board of Trustees, no anonymous materials shall be placed in any personnel files.

Each academic employee shall have the right to review the entire contents of his/her personnel file. A Federation representative or the academic employee's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved or the academic employee's designee. Photocopying charges shall be borne by the requesting academic employee. Use of an individual personnel file for administrative purposes shall be noted and inserted into the file.

Clause #251 E2(5)

V. SALARY AND FRINGE BENEFITS

A. BASE SALARY STRUCTURE AND INCREMENTS

SALARY: 1. Basic Salary Increase: Effective September 1, 19--, the Board will grant a salary increase of one hundred dollars per month to each eligible employee.

2. Promotional Increase: In addition to the salary increase specified in Section 1, the Board will grant a salary increase of sixty dollars per month effective September 1, 19-- to each eligible employee who has been promoted.

3. Completion of Terminal Degree: In addition to the salary increases specified in Sections 1 and 2, the Board will grant a salary increase of fifty dollars per month to each eligible employee who has completed a terminal degree.

4. Establishment of Minimum Salaries: a. Each University shall allocate an amount to be used for the establishment of minimum salaries. The total amount allocated for all Universities shall not exceed $25,000.
b. Effective September 1, 19--, minimum salaries shall be established for employees at each University as follows:
(1) A minimum salary of $1125 per month shall be paid to an employee who holds the rank of Instructor.
(2) A minimum salary of $1325 per month shall be paid to an employee who holds the rank of Assistant Professor; or who possesses a Doctoral degree; an MFA degree; an MLS degree and an additional Masters degree; or a Masters degree plus thirty semester hours, or the equivalent, of credit beyond the Masters degree toward a Doctoral degree.
(3) A minimum salary of $1525 per month shall be paid to an employee who holds the rank of Associate Professor; or who possesses a Doctoral degree; an MFA degree; an MLS degree and an additional Masters degree; or a Masters degree plus sixty semester hours or the equivalent, of credit beyond the Masters degree toward a Doctoral degree and who, in addition to possession of one of the above degrees, has been employed at the University for at least eight years.
(4) A minimum salary of $1725 per month shall be paid of an employee who holds the rank of Professor; or who possesses a Doctoral degree; an MFA degree; an MLS degree and an additional Masters degree; or a Masters degree plus sixty semester hours, or the equivalent, of credit beyond the Masters degree toward a Doctoral degree and who, in addition to possession of one of the above degrees, has been employed at the University for at least fourteen years.
c. The Board will, after application of the salary increases specified in Sections 1, 2, and 3, adjust the salary of any eligible employee whose salary is less than the applicable minimum.

5. Merit Increases: a. A dollar amount to be used for merit increases shall be generated at each University on a formula of one award of two hundred and fifty dollars for each ten employees eligible for the salary increase specified in Section 1. The amounts so generated shall be maximums and each University may award less than the amount generated by the formula.
b. Individual merit increases shall be awarded on a non-recurring basis and will

take effect September 1, 19-- and conclude with the expiration of the employee's contract for the 19--/-- academic year.
c. Merit increases will be awarded at the discretion of the University President. The award or failure to award a merit increase or the amount of any merit increase shall not be subject to the Grievance Procedure.

6. Eligibility: a. To be eligible for any of the increases specified in this Article, an employee must (1) have been a member of the bargaining unit as of July 1, 19--; (2) have been employed in a position in the bargaining unit for at least one academic term during the 19--/-- academic year; and (3) be employed in a position in the bargaining unit as of the date of execution of this Agreement.
b. In addition, to be eligible for the salary increase specified in Section 2, an employee must have been promoted from one academic rank to another effective September 1, 19--.

Clause #252 D4(1)

SALARY INCREMENTS AND FRINGE BENEFITS: The College accepts as long range policy the following Annual Salary Plan:

1. Annual Across-the-Board increases equal to the average of the three previous years annual percentage change in the Consumer Price Index (All Items - National) using U.S. Department of Labor statistics as published in the Monthly Labor Review.

2. Merit and Promotional increases as negotiated by annual contract. This policy can be implemented only within the bounds of prudent institutional fiscal responsibility and in the absence of significant financial reversals.

Annual Across-the-Board increases will be distributed as follows:
1. 1/3 of the increase will be distributed as a fixed dollar amount to each Faculty member with part-time appointees receiving prorated shares.

2. 2/3 of the increase will be distributed as a fixed percent of their base salary.

To the extent that merit, promotional, and equity increases are distributed, the following procedures will be followed:

Promotion: The promotional increment will be $500 and those receiving a promotional raise are not eligible for merit consideration.

Merit: A. A Merit Advisory Committee consisting of the four Divisional Chairmen, the Chairman of the College Review Committee, and the Dean of Academic Affairs shall recommend to the President faculty members deemed worthy of a Merit raise.

Base Salary Structure and Increments (Cont'd.)

B. The Dean shall provide a chart indicating for each member of the Faculty total length of service, time in rank, and salary quartile in rank (with Merit increments for the previous five years listed to show their relation to current salary).
C. Each faculty member shall submit to the Dean by the approved deadline a "Professional Data Sheet" for use by the M.A.C. in Merit considerations. In the absence of this Data Sheet, no Merit considerations shall take place.
D. In instances where the President does not concur with a recommendation from M.A.C., he shall notify that Committee in writing, and, if deemed necessary, meet with that Committee.

Equity: A. The President shall prepare a list of Equity raises, to which M.A.C. may add as deemed necessary.
B. In instances where the President does not concur with a recommendation from M.A.C., he shall notify that Committee in writing, and, if deemed necessary, meet with that Committee.

The salary increment for 19--/-- is the average of the Consumer Price Index for the preceding three years computed as follows subject to a maximum of 7% in compliance with the voluntary Wage and Price Controls, as established by the Council on Wage and Price Stability of the Federal Government.

Year	Percentage Change National Consumer Price Index (all items)
19--	5.8%
19--	6.5%
19--	9.0%
	21.3%/3 = 7.1% Maximum 7%

The College continues to recognize an obligation to make up the Faculty salary increase foregone in 19--/19--. These "make-up" adjustments can only be made in the environment of black audited financial statements. Accordingly, in October, 19-- and again in October, 19--, if the audited financial statement for the preceding year is in the black, a one percent salary increase will be paid to all faculty members retroactive through the preceding year.

The above increase of 7% will be distributed across-the-board in accordance with this procedure.

Clause #253 B4(3)

Base Salary Structure and Increments (Cont'd.)

SALARY - RANK, SALARY RANGE, AND MINIMUM QUALIFICATIONS:

Rank	Salary Range	Minimum Qualifications
Instructor	9,500-14,000	Bachelor's degree or equivalent, plus two years successful teaching experience, or Master's degree or equivalent.
Assistant Professor	10,500-16,000	Master's degree or equivalent, Minimum of four years successful teaching experience.
Associate Professor	12,000-18,500	Master's degree or equivalent, plus a minimum of six years successful collegiate teaching.
Senior Associate Professor	13,500-19,500	Master's degree or equivalent plus a minimum of ten years successful collegiate teaching.
Professor	15,000-21,000	Doctorate degree or equivalent. Ten years successful collegiate teaching.

Initial placement of new appointees to the rank of Instructor, and Assistant Professor shall conform to the above minimum qualifications, unless waived by the President of the College.

Clause #254 B2(2)

MULTI YEAR SALARY ADJUSTMENTS:
A. Salary Adjustments for 19--/-- (Year One): Effective August 17, 19-- for twelve-month employees and effective October 18, 19-- for nine-month employees all bargaining unit members who were on the payroll as members of the bargaining unit as of June 7, 19-- shall be eligible for the following salary adjustments:

For the purpose of the classification across-the-board increases and promotional increases the faculty and academic staff shall be grouped as follows:

Base Salary Structure and Increments (Cont'd.)

Group I. Instructor, assistant athletic coach, lecturer, academic advisor I, academic services officer I, archivist I, extension program coordinator I, financial aids officer I, health physicist I, librarian I, University counselor assistants I and II, University press editors I and II.

Group II. Assistant professor, athletic coach, academic advisor II, academic services officer II, archivist II, extension program coordinator II, financial aids officer II, health physicist II, librarian II, University counselor I.

Group III. Associate professor, academic advisor III, academic services officer III, archivist III, financial aids officer III, librarian III, University counselor II.

Group IV. Professor, academic advisor IV, academic services officer IV, archivist IV, extension program coordinator III, librarian IV, University counselor III.

1. Classification Salary Adjustments: Eligible members of the bargaining unit shall have their 19--/-- salary rates increased according to their July 1, 19-- classifications for bargaining unit members on 12-month appointments and September 13, 19-- for bargaining unit members on 9-month appointments as follows:

Group I.	$408
Group II.	$480
Group III.	$604
Group IV.	$736

2. Across-the-Board Salary Adjustments: Eligible members of the bargaining unit shall have their 19--/-- salary rates increased by 3.76% of the first $34,000 of salary. The difference between the total adjustments under this provision and 3.76% of the eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustment Fund.

3. Promotional Salary Adjustments: Each bargaining unit member who is promoted to a higher rank after June 30, 19-- shall receive an adjustment in salary rate of $600, $750, or $1,000 for promotion to Group II, Group III, or Group IV, respectively, effective,

> August 17, 19-- or date of promotion, whichever comes later, for persons on twelve-month appointments,
> October 18, 19-- or date of promotion, whichever comes later, for persons on nine-month appointments.

4. Academic Staff Equity Adjustments: Eligible members of the academic staff shall have their 19--/-- salary rates increased by 2.0%.

5. Salary Committees:
a. Faculty: In each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in each division in the College of Lifelong Learning and in the College of Pharmacy and

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Allied Health Professions and in each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The chairperson or dean/director (or his/her designee) shall chair the salary committee with vote.

b. Academic Staff: There shall be an academic staff salary committee in each of the following units: Academic Advising Division in the College of Liberal Arts, Archives, each division in the College of Lifelong Learning, University Counseling Services, University Office of Admissions.

The academic staff salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its academic staff, and such other academic staff from the unit as the academic staff may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The dean/director (or his/her designee) shall chair the salary committee with vote.

6. Selective Salary Adjustments: Each of the salary committees specified in A.5. of this Article shall be allotted a selective salary increase pool equal to 1.0% of the 19--/-- base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 1.0% of the 19--/-- base salaries will be placed with the deans/directors for distribution to eligible members of their units.

7. President's-Deans'/Directors' Selective Salary Adjustments: The President, through the deans and directors, shall make additional salary adjustments averaging 0.2% of the salaries of eligible members of the bargaining unit.

8. Cost-of-Living Adjustment to Base: Each eligible member of the bargaining unit shall receive an increase of $67 to the 19--/-- salary rate which is the difference between the $287 19--/-- Cost-of-Living Supplement and the first year's cost of the new proposed dental plan.

9. Grievances and Appeals: No individual may grieve his/her salary adjustment under Sections A.6. and A.7. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section A.6. to the next higher administrative officer.

B. Salary Adjustments for 19--/-- (Year Two):
Effective September 12, 19-- all bargaining unit members who were on the payroll as members of the bargaining unit as of June 6, 19— shall be eligible for the following salary adjustments:

1. Classification Salary Adjustments: Eligible members of the bargaining unit shall have their 19--/— salary rates increased according to their September 12, 19-- classifications as follows:

Group I.	$321
Group II.	$378
Group III.	$477
Group IV.	$585

2. Across-the-Board Salary Adjustments: Eligible members of the bargaining unit shall have their 19--/— salary rates increased by 3.0% of the first $34,000 of salary. The difference between the total adjustments under this provision and 3.0% of the eligible salaries will be added to the President's Deans'/Directors' Selective Salary Adjustment Fund.

3. Promotional Salary Adjustments: Each bargainig unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $600, $750, or $1,000 for promotion to Group II, Group III, or Group IV, respectively, effective the date of promotion.

4. Salary Committees: There shall be salary committees as described in Section A.5. of this Article.

5. Selective Salary Adjustments: Each of the salary committees specified in A.5. of this Article shall be allotted a selective salary increase pool equal to 0.75% of the 19--/-- base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 0.75% of their 19--/-- base salaries will be placed with the deans/directors for distribution to eligible members of their units.

6. President's-Deans'/Directors' Selective Salary Adjustments: The President, through the deans and directors, shall make additional salary adjustments averaging 0.17% of the salaries of eligible members of the bargaining unit.

7. Bonus Payments to Persons on Twelve-Month Appointments: Eligible members of the bargaining unit who are on twelve-month appointments for the period July 1, 19-- through August 31, 19— shall receive bonus payments, not to be added to base salaries, equal to 1.0% of the first $30,000 of the June 20, 19-- salaries. These payments shall be made on the pay date of September 5, 19--. The difference between the total adjustments under this provision and 1.0% of

the eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustments Fund. The bonus payments of those eligible twelve-month members of the bargaining unit who leave the University during the period July 1, 19-- to August 31, 19-- shall be prorated.

8. Grievances and Appeals: No individual may grieve his/her salary adjustment under Sections B.5. and B.6. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section B.5. to the next higher administrative officer.

Clause #255 D4(4)

SALARIES: 1. Effective January 1, 19--, an amount equivalent to 5.5% of the 19--/-- base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:
a. Each continuing member of the bargaining unit shall receive $375 as a salary adjustment, resulting in an addition of $750 to each member's base salary.
b. In addition, each continuing member of the bargaining unit shall receive an amount equivalent to 0.9% of his/her 19--/-- base salary resulting in an addition of 1.8% of each members' 19--/-- base salary.

2. For the period July 1, 19-- through June 30, 19-- an amount equivalent to 8% of the 19--/-- base salaries of continuing faculty members of the bargaining unit shall be allocated in the following manner:
(a) Each member of the bargaining unit shall receive $1,000 as a salary adjustment in his/her base salary.
(b) The balance of the amount equivalent to 3.37% of the 19--/-- base salaries of continuing members of the bargaining unit shall be distributed on the basis of merit.

3. Promotional increases shall be exclusive of increases awarded in accordance with the above and shall become effective July 1, 19-- or September 1, 19-- and July 1, 19-- or September 1, 19--, whichever applies to the date of the faculty member's promotion. Such increases shall be in amounts as follows:

Assistant Professor	$ 550
Associate Professor	825
Professor	1,100

4. Roll-up costs and increases in fringe benefits costs associated with University-paid portions of the benefit package as a result of the provisions of paragraphs 1, 2, and 3 will be paid by the University.

5. The following salary minimums for new faculty shall apply:

Base Salary Structure and Increments (Cont'd.)

	Academic Year Contracts	Fiscal Year Contracts (12 Mos.)
Instructor or Lecturer	$10,272	$12,555
Assistant Professor	13,054	15,955
Associate Professor	16,157	19,747
Professor	19,902	24,325

It is agreed that the salary of continuing faculty will not be below the above stated minimums for new faculty.

Clause #256 A4(3)

COMPENSATION BENEFITS: Salary Program - July 1, 19-- to June 30, 19--. All salary adjustments shall be subject to the terms and conditions of the appropriations legislation and administered consistent with the rules and regulations adopted by the College in conformity with the appropriate elements of the State's Compensation Plan.

Subject to legislative enactment providing appropriation of funds for these specific purposes, the following benefits will be provided.

Schedule Adjustments:
a. Effective July 1, 19--, there shall be a five percent across-the-board increase in the B.A.S.L. salary schedule of each faculty member on this schedule.
b. Effective July 1, 19--, there shall be a five percent across-the-board increase in the B.A.S.L. salary schedule.
c. The (Union) has not in the past, nor will it in this contract period, negotiate the clinical medical and clinical dental salary schedules. Therefore, the (Union) will not object to the continuation of the clinical medical and clinical dental salary schedules, and the College may make adjustments in such schedules including the addition of one or more steps, where appropriate, to either or both of the schedules. The College will keep the (Union) advised of contemplated changes and will consult with the (Union) prior to implementation. As a matter of administrative convenience and information to concerned faculty members, the clinical medical and clinical dental schedules, together with any revisions, may be included as appendices to this Agreement.

Merit Increments:
a. On his or her anniversary date, each eligible faculty member who has shown evidence of a level of professional competence in the performance of his or her academic duties over the year in question, that is worthy of the granting of an increment, and is below the maximum of his or her salary range, shall receive a merit increment. This increment will be computed from the Unit-based Compensation System. The documentation supporting the decision to grant or withhold this increment shall be submitted in writing by the department chairperson to the appropriate dean and the involved faculty member prior to the faculty member's anniversary date. The College shall have up to sixty days from the effective date of this Agreement to submit an evaluation for a merit increment for those faculty who had not been evaluated for such purposes prior to their anniversary dates, and such evaluations shall be based solely upon evaluation criteria and material in existence as of their anniversary dates. The substantive terms of the Agreement which otherwise expired on June 30, 19-- shall apply to merit increments for July 1, 19--, October 1, 19--, or January 1, 19--.

b. Exceptional Merit Increments: In addition to the merit increment defined above, a faculty member may receive a one step exceptional merit increment to be effective on his or her anniversary date. This exceptional merit increment will be made at the full discretion of the administration. The administration agrees to publish the methodology and criteria for awarding exceptional merit increments and to promulgate to the faculty the names, titles, department and school of all recipients. This section is not subject to the grievance procedure.

c. The pool of monies available for exceptional merit increments pursuant to subparagraph b. above shall be equal to the value of the merit increments which have not been granted to eligible faculty members under subparagraph a. above and such other funds as the College may allocate for this purpose.

Clause #257 BS(1)

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B. OVERLOAD ASSIGNMENT AND COMPENSATION

OVERLOAD AND SUMMER SCHOOL: Compensation for overload and summer school teaching shall be at the rate of two hundred, seventy-five dollars per credit hour.

Clause #258 B2(2)

SUMMER EMPLOYMENT: Faculty members who are employed during the Summer Quarter shall be paid $850 per four credit hours. Effective with the summer of 19-- the rate shall be $900 per four credit hours. For all credit hours in excess of sixteen the rate shall be $550 for four credit hours. Effective with the summer of 1980, the rate shall be $600.

If a Department Chairperson teaches and performs the Department Chairperson duties during the summer, he/she shall be paid an additional $850 for performing their departmental chairperson responsibilities during the summer. Effective with the summer of 19--, the rate shall be $900.

Subject to the right of the College to schedule classes, the right to teach in the summer session shall be governed by seniority within the department involved. Seniority as applied herein is accrued on a term basis.

Overload Rate: Faculty members who teach overload shall be paid $600 per four credit hours of overload (Department Chairpersons - credit hours in excess of twelve, other faculty - credit hours in excess of sixteen). Effective July 1, 19--, the rate shall be $650.

Clause #259 DS(4)

SUMMER SESSION AND CONTINUING EDUCATION: Full-time faculty shall have first priority to teach two courses within their assigned discipline during the summer and evening sessions. The College shall have the right to engage any person of its choice to teach additional courses within the assigned discipline during the summer sessions as well as the evening sessions.

Assignments to teach summer session shall be voluntary. Compensation for teaching both summer session and continuing education courses shall be as follows:

19--/--	$25.00 per hour
19--/--	$25.50 per hour

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Overload Assignment and Compensation (Cont'd.)

The only exception will be when the evening session is part of the normal teaching load or the individual is on a calendar year pay schedule.

No faculty member shall be assigned more than two courses per summer or evening session above his normal load.

Faculty members may be assigned to teach in the Continuing Education Program as part of their normal teaching loads, where mutually agreeable.

Clause #260 A2(4)

OVERLOAD AND SUMMER SCHOOL: Each equated credit hour of overload and summer school pay for faculty members employed for the academic year shall be compensted on the basis of 75 percent of the faculty member's pro rata salary per equated credit hour based on a 15 equated credit hour load. Overload hours shall be defined as all equated credit hours over 15 equated credit hours per semester. Faculty members may teach as many as but no more than 5 equated credit hours of overload each fall and spring semester and as many as but no more than 8.5 equated credit hours for the summer session, provided that all overload assignments shall be subject to the policies, guidelines, procedures, rules, criteria, etc., of the —— Community College Board.

Where the Board determines there is a need to have faculty members teach during the summer session, the selection of faculty members on academic year contracts teaching during the summer session will be made according to the following point system. Qualified faculty members for the needed areas of instruction with the highest accumulation of points will receive first priority in assignment for the summer session, except as provided below. For purposes of determining the number of points to be assigned a faculty member, calculations shall be made from the beginning date of a faculty member's full-time employment at the college.

a. Each faculty member will earn 8 points for each contractual year (4 points for each contractual semester) at —— CC.

b. One point will be expended for each credit hour taught during the summer session. All summer contracts, whether teaching or special assignments within the college, shall expend points, the number of points shall be determined by the administration but generally where possible shall be based on an equated credit hour basis. The Association shall be notified of point expenditures for special summer assignments.

c. When 2 or more faculty members who have equal point accumulations apply for the summer teaching assignments, assignments will be made according to seniority.

d. The academic dean or his designee will maintain a list of point accumulations for all faculty members and shall distribute such list to all faculty members 2 weeks in advance of the choice of summer school courses.

Where the Board develops or continues innovative, experimental or unique concepts of education, the faculty members involved shall have first priority for assignments during the summer session without regard to the faculty members' number of points. By way of illustration, there may be deviation for a new course to be added to the college catalog or for the continuation or development of an experimental instructional mode which has been approved in writing by the Dean of Instruction. Further, qualified faculty members with 12-month contracts will have priority in summer session assignments. Further, if a faculty member's summer school class is cancelled and if no part-time teacher has been tentatively assigned to a class which the faculty member is qualified to teach, the faculty member, if he is qualified to do so, may choose another class scheduled to be taught by the faculty member with the lowest number of points.

No part-time teacher shall be assigned to summer school classes when a qualified faculty member is available and wishes to teach such courses. If administrators teach summer school classes, they shall be considered for such classes on the same basis as faculty members.

Faculty members shall select summer school classes under the provisions of this Article no later than one week after the summer schedule including off-campus courses is published.

Clause #261 D2(11)

C. TUITION WAIVERS

TUITION REMISSION: Members of the bargaining unit shall be permitted to take up to eight hours of credit, audit, or non-credit courses each academic quarter for which the instructional fee shall be waived. The general fee must be paid by the faculty member.

Members of the bargaining unit are expected to attend course(s) during their non-working hours.

In order to attend non-credit courses/workshops/seminars that are conducted by the College, members of the bargaining unit may receive tuition remission each academic quarter up to a maximum dollar value equal to eight credit hours of in-county tuition.

Dependents of faculty members covered by this Agreement shall be permitted to take credit, audit, or non-credit courses up to an amount that is considered the status of full-time student for which the instructional fee shall be waived. The general fee and an additional fee of $5 per quarter shall be paid by the students.

For the purpose of this Agreement, dependent means spouses and natural or legally adopted dependent unmarried children.

The foregoing benefit shall extend to the natural or legally adopted dependent unmarried children of deceased persons who, at the time of their death were members of the bargaining unit. However, the right to such a benefit will terminate upon the expiration of three academic years following the academic year in which the faculty member died.

Clause #262 D2(5)

TUITION REIMBURSEMENT: Effective with this agreement, the Board will establish a fund with a maximum of $5,000 per year for faculty members in accredited doctoral programs who shall receive tuition reimbursement applied equitably up to a maximum of two hundred dollars per year for each faculty member in such program.

Effective with this agreement, the Board will establish a fund with a maximum of $5,000 per year for faculty members holding a master's degree to be used in an accredited course of study in the teaching discipline of the applicant or for faculty members participating in the -- program of retraining as set forth in this agreement. Said faculty member shall receive tuition reimbursement applied equitably up to a maximum of two hundred dollars per year for each faculty member in such program.

Clause #263 B2(2)

TUITION REMISSION AND TUITION PLAN: Tuition Remission: Faculty members, their children and spouses shall have free tuition in any regular course of study at the Institute.

Tuition Plan: The Institute shall continue to provide tuition for children of faculty members enrolled in undergraduate curricula at accredited institutions of higher learning in an amount not exceeding its own tuition costs or those of the institution chosen by the student whichever is the lesser amount.

Included in the above plans are children of deceased members of the Faculty who died in active service in tenure status or who had completed at least ten years in the Institute's employment prior to their death, and the children of retired and totally disabled members of the Faculty who were born prior to retirement or disability.

Clause #264 B4(5)

TUITION WAIVER FOR ----- CC COURSES: Unit members, and their spouses and dependent children of unit members living in the same household, may enroll without charge for tuition for Learning for Living courses and all courses at ----- Community College, provided that any such person shall pay an amount equal to the cost to the College for any course contracted for by the College with outside agencies or organizations.

Clause #265 D2(2)

TUITION REFUND FOR ACADEMIC STAFF: A Tuition Refund Program for members of the academic staff shall provide a tuition refund of up to sixteen credit hours within four consecutive quarters with not more than eight hours in any quarter in a degree granting program in which the members are enrolled. The refund applies to tuition only; incidental fees which may be charged are borne by the academic staff member.

It shall be the responsibility of the Office of the Provost to determine eligibility and to authorize payment of tuition refunds to those who qualify.

Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.

Refunds shall be granted for courses elected in any School or College at ----- State University.

To be eligible for a refund: 1. The staff member must be a full-time regular academic staff member for not less than three months prior to the first day of classes of the quarter for which he/she plans to register.

2. Former ----- State University students who are regular full-time academic staff members and who were enrolled in an undergraduate program for no less than twelve hours, or a graduate program for no less than eight hours, in the quarter preceding their employment, shall have the three-month waiting period waived. Previous regular employment of six months or more will constitute eligibility.

3. College admission requirements must be met.

4. Total credit hours taken in a given quarter shall not exceed eight hours. Exceptions to this regulation shall be made only upon prior written approval of (a) the dean or director of the unit where the staff member is employed and (b) the dean of the college in which he/she is enrolled as a student, or their designated representatives.

5. A satisfactory grade must be achieved: a. For the purpose of establishing eligibility for refund, undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered satisfactory grades.
b. Grades of I and Y will be reimbursed only after attainment of a satisfactory grade as defined above.
c. Marks of "Incomplete" must be resolved into satisfactory grades within six months following termination of the quarter in which the course was elected.
An Application for Tuition Refund Form, listing all courses elected in the quarter, must be submitted to the Office of the Provost immediately after fees are paid and registration completed. Failure to submit an application before the end of the quarter will forfeit refund for that quarter.
The academic staff member must remain a regular full-time member on the active payroll for the entire quarter in which he/she makes application for refund.
Courses must be taken after the staff member's normal working hours. Exceptions to this regulation shall be made, for one course per quarter, only if the following conditions are met: a. The course is offered only during working hours. b. The supervisor is able to arrange adequate coverage of the position. c. Time taken off is charged to vacation or additional hours are worked to make up the time taken off. (Working during lunch hour shall not be considered a satisfactory make-up arrangement.) d. Prior written approval is sent by the dean or director to the Office of the Provost with a statement of how the time is to be made up and is approved by the Provost.

Clause #266 D4(4)

D. INSURANCES

INSURANCE BENEFITS: To be eligible for fringe benefit participation and for the portion of premiums or other costs to be borne by ---- Tech Community College, an employee must work five days per week, or the equivalent thereof, for more than one-half of each working day and such employment must include a minimum of three quarters of a four quarter year.

Health and Accident Insurance: Full premium payment is available to each employee for a single rate policy with Blue Cross-Blue Shield Insurance. Currently all employees have elected to utilize Plan II coverage, a comprehensive Blue Shield contract and a comprehensive 365 Blue Cross contract. Those employees who elect to include family, must pay fifty percent of the differential between the single and family rates and the employer will pay the other fifty percent.

Life Insurance: Full premium payment by ---- Tech Community college is available to each employee for Group Life and Accidental Death and Dismemberment insurance. The maximum amount of insurance available is the employee's annual salary rounded upward to the next thousand dollars.

Long-Term Disability: Full premium payment by ---- Tech Community Collge is available to each employee for Disability income insurance. This insurance will take effect 90 days after the illness or injury incapacitates the employee, and the maximum benefits will not exceed 60% of the employee's salary at the time of eligibility for the insurance benefits.

Workmen's Compensation Insurance: This insurance is carried by ---- Tech Community College to protect any employee who might be injured while carrying out his assigned duties. All premiums are paid by the employer.

Optional Supplemental Group Life and Accidental Death and Dismemberment Insurance: Each instructor may elect additional Group Life Insurance of either $10,000 or $20,000 to supplement the college's basic life coverage. This supplemental program includes a 24-hour Accidental Death and Dismemberment benefit. Consequently, if an insured individual dies from accidental causes, the total death benefit would be twice the face amount of his supplemental life coverage. All premium costs are to be paid by the employee at the rates and under eligibility requirements established by the insurance carrier.

Dependent Life Coverage: If 75% of those employees who have eligible dependents and are enrolled in the basic life program so elect, dependent life insurance may be added to the group insurance program at a very low cost. The 75% participation test would be applied to only those covered employees who have eligible dependents. Under this coverage if an insured dependent dies from any cause whatsoever the full amount of the dependent life benefit will be paid to the employee. All premium costs for this coverage will be paid by the employee.

Comprehensive General Liability: In the amount of $100,000/$500,000, BI and $100,000 PD is carried on all premises, products, elevators, nurses professional liability. The Board of Education agrees to effect and maintain coverage commonly known as Board of Education Legal Liability including school District Reimbursement Insurance in an amount of $1,000,000. This provides protection for loss arising out of "Any Wrongful Act". Wrongful Act shall mean any actual or alleged errors or misstatement or misleading act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been assureds during the policy period. The definition of Assured in the policy shall include: all persons who were, now are or shall be employed by the school district and shall include student teachers and all elected or appointed members of the Board of Education, trustees or school directors of the school district. It is the intention of the Board of Education to keep such coverage in effect as long as it may be reasonably obtained within the insurance market. The Board of Education cannot, however, be responsible for cancellation of this or any other coverage by an insurer for the reasons permitted the Insurance Company. Further, all protection as cited above shall be subject to the policies, forms and endorsements of the carrier providing such coverage.

Clause #267 D2(14)

HEALTH AND WELFARE BENEFITS: Effective February 1, 19--, the District agrees to increase its contribution of premiums for health, dental, income protection, and life insurance from a total cost of $115.29 per month up to but not to exceed a total cost of $132.17 per month for full-time faculty. Any premium increase made effective by the carrier prior to June 30, 19-- will be absorbed by the District.

The District will not ask the carrier to change levels of benefits as provided by the carriers unless it first consults with the Association on the proposed changes.

Health insurance shall be provided for full-time faculty members and dependents. The District will pay the full cost of health insurance for the 19--/-- school year at an amount up to but not to exceed $94.12 per month unless the carrier increases the premium effective prior to June 30, 19--.

Dental insurance shall be provided for full-time faculty members and dependents. The District will pay the full cost of dental insurance for the 19--/-- school year at an amount up to but not to exceed $23.88 per month unless the carrier increases the premium effective prior to June 30, 19--.

Income protection shall be provided for full-time faculty members only. The District will pay the full cost of income protection insurance for the 19--/-- school year at an amount up to but not to exceed $11.17 per month. Such coverage to pay 66 2/3 percent of gross monthly salary up to a maximum of $1,500 per month for one year for those eligible for State Teachers Retirement System Disability Benefits and to age 65 for those not eligible for STRS

Disability Benefits. Coverage will also include supplemental benefits available at the employee's expense to provide 66 2/3 percent coverage in the event that the employee has insufficient dependents to qualify for full STRS benefit subject to the carrier's request to provide evidence for insurability.

Life insurance shall be provided for full-time faculty members only. The District will pay the full cost of a $10,000 life insurance policy for the 19--/-- school year at an amount up to but not to exceed $3.00 per month.

Retired Medical Insurance shall be provided for all retired certificated employees and their spouses. The District will pay the full cost of health insurance for the 19--/-- school year at an amount up to but not to exceed $94.12 per month. If a retired employee should die, his/her surviving spouse will continue to be covered by the District until such time as he/she remarries. Health insurance will be coordinated with Medi-Cal and Medi-Care at age 65. This provision shall be void if it is determined to be in violation of Government Code Section —— or would by implementation of this Agreement result in loss of State Revenue to the District, under Government Code Section ——. In such a case, the affected articles of the Contract shall be opened immediately for renegotiations.

Clause #268 F2(2)

INSURANCE: Group Life and Long-Term Disability Insurance: Part-time faculty members, temporary faculty members, or those appointed to serve for less than one full academic year are not eligible for Group Life or Long-Term Disability Insurance programs.

Life Insurance: The Board will make available to all eligible employees a life insurance program equivalent to the program in effect at the time the collective bargaining agreement is agreed-to by the negotiating teams for the parties. Participation in the Life Insurance program is mandatory at the time of employment for all eligible employees appointed to an annual or probationary appointment. The Regents shall pay two-thirds of the cost of the program. The employee shall pay the remaining one-third cost.

Long-Term Disability: Faculty members on an annual or probationary appointment are eligible for disability income protection following one year of employment. Persons employed five years or less are eligible for income protection for a period which shall not exceed twice the number of fully-completed active years of employment. Once employment exceeds five years, payments continue until the individual returns to work or until June 30 following the 68th birthday. The program shall provide monthly benefits payable for 12 months a year for all personnel covered by the program after they have been totally disabled for four months.

Insurances (Cont'd.)

If totally disabled, the employee's monthly income shall be the sum of:

a. 75 percent of the first $1,000 of the employee's monthly compensation, plus

b. 60 percent of any monthly compensation, in excess of $1,000 less any payments for that month for which the employee or any of his/her dependents are eligible under the Federal Social Security Act because of the employee's disability. Under no conditions may the employee's monthly income which accrues under the Group Policy, Social Security and Workmen's Compensation exceed $1,500.

c. Under this program, TIAA-CREF premiums are continued in force for as long as the disability income is approved.

d. Premiums for the University's disability program shall be paid entirely by the University.

Health Insurance: The Board agrees to continue to provide group health insurance benefits to all bargaining unit employees. The Board further agrees to contribute towards the cost of such health insurance in accordance with the following provisions:

Effective July 1, 19--, the Board will pay a total of $18.80 a month towards the cost of individual coverage.

Effective July 1, 19--, the Board will pay full individual coverage and $7.50 a month towards the cost of dependent coverage.

Clause #269 D4(3)

E. RETIREMENT

RETIREMENT: Retirement shall be at the end of the academic year in which the faculty member attains age sixty-five. In light of the length of training of faculty members and the need of the College for continuation of their services, approval may be granted on a semester to semester or year to year basis for full-time or part-time employment beyond age sixty-five. Such extension may be recommended by the Program Director or the appropriate Division Head and shall require the approval of the President. Under no circumstances shall such extensions postpone retirement beyond the end of the academic year in which age seventy is attained.

Clause #270 D4(2)

RETIREMENT: Mandatory Retirement - A faculty member shall retire at the end of the retirement year (September 1 through August 31) in which he or she is age sixty-five except that the Board may in its discretion appoint and thereafter reappoint faculty members age sixty-five and over for a term of one academic year. The Board before exercising its discretion with respect to the appointment or reappointment of such faculty member shall consult with the department affected and the Peer Evaluation Committee. There shall be no reappointment of a faculty member if the effect of the reappointment would be to cause that faculty member to be teaching at any time during an academic year in which he or she would attain the age of seventy-one.

A faculty member appointed or reappointed after age sixty-five shall receive notice of non-reappointment by December 1 of the last year of appointment or reappointment.

A faculty member reappointed after age sixty-five shall continue in the highest academic rank which he or she held during the academic year in which he or she attained the age of sixty-five or the academic rank held as of the effective date of this Agreement, whichever is higher. No faculty member shall be promoted during any year in which he or she would attain the age of sixty-five or over. A faculty member's tenure shall cease at the end of the academic year during which he or she attained the age of sixty-five, or as to faculty members sixty-five or over, as of the effective date of this Agreement. For purposes of Reduction of Faculty, a faculty member appointed or reappointed after age sixty-five shall be deemed to have the same seniority as a non-tenured faculty member in his or her second year of service to the College.

Retirement Status and Benefits - All retired non-teaching faculty members shall have emeritus status.

All retired non-teaching faculty members, at their request, shall be listed in the faculty directory, shall be invited to participate in college ceremonies, may attend faculty meetings without the right to vote, shall have library privileges, and shall have the same discounts on purchases at College facilities as faculty members.

All retired non-teaching faculty members shall have the right at their own expense, to participate, if eligible by the terms of the benefit contract, in all health and welfare plans with respect to which the Board made contributions on their behalf as faculty members.

Clause #271 B2(6)

RETIREMENT: Faculty members shall be retired at the end of the academic year in which the individual attains the age of 68. Any Faculty member may, however, be retired at his own option or at the option of the College at the end of the academic year in which the age of 65 is reached.

Notice: Although not a part of this two party agreement, it is to be noted that on 10/26/—, the Board of Trustees approved the following resolution:
"The College hereby elects the 65 year old retirement option and establishes it as henceforth the regular policy of the College, with the understanding that any person presently on the Faculty who has already achieved age 65, or achieves age 65 within 3 years of the date of this action, will retire at a time and on terms mutually agreed between the College and said individual."

Clause #272 B4(3)

RETIREMENT: Compulsory Retirement Age - All members of the professional staff shall retire at the end of the school year in which they become age sixty-five.

Early Retirement Benefits - The Board agrees to provide and pay 100% of the premium cost of a single plan and 85% of the premium cost of a family plan of the Employers Insurance Group Health Care Plan for all professional members of the staff who retire between the ages of sixty-two and sixty-five provided that the member is currently employed on a full-time basis with the District at the time of his/her retirement and has at least fifteen years of service with the District. Such coverage to be provided through the end of the month in which the retiree reaches age sixty-five.

Upon reaching age sixty-five, the retiree, at his/her option, may have coverage continued for himself/herself but not his/her dependents by paying the Board's regular contributions for a single plan.

Terminal Pay for Retirement at Age Sixty-five - One half of unused accumulated sick leave, up to a maximum of twenty-five days of full contractual pay, will be used to continue the payment of the premium cost of a single plan through the Employers Insurance Group Health Care Plan for a member of the professional staff at age sixty-five who retire either early or normal provided that the member is currently employed on a full time basis with the District at his/her retirement and has at least fifteen years of service with the District. The member has the option to request (or in the event of the death of the member, his/her beneficiaries shall receive) a lump sum payment equivalent to the total benefit less any payments made for the extended health insurance coverage. The beneficiaries designated under the Board's group life insurance plans shall receive the payment unless the member has filed a different designation in writing with the Personnel Manager.

The retiree may, upon the terminal pay becoming exhausted, at his/her option, have coverage continued for himself/herself by paying the Board's regular contributions for a single plan.

The Board reserves the right to change carriers of said retiree health insurance coverage with the concurrence of the Association should the change in carriers be deemed in the best interests of the school. Any change in carriers would occur on the anniversary date of the policy and would be for the equivalent benefits of the present coverage.

Clause #273 D2(12)

PENSIONS, RETIREMENT AND BENEFITS: Social Security and Workmen's Compensation coverage is provided by the College for its employees.

The retirement plan of the College is governed by the Teachers Insurance and Annuity Association (TIAA), College Retirement Equities Fund (CREF) contract. Participation in this program is mandatory for all full-time members of the faculty who have completed 3 years of service and attained the age of 30. It is optional for 2 years for full-time faculty members under 30. Premiums (for TIAA-CREF) are calculated at 12% of the gross salary; 7% of the gross salary is contributed by the College and the other 5% by the faculty member.

If the faculty member terminates employment, he shall have the right to transfer the annuity to another educational institution or even continue it privately, including the portion purchased by the College's contribution. Faculty members transferring to ---- College from other institutions where they have been enrolled in retirement plans should consult the Treasurer concerning the transfer of their benefits.

Clause #274 C4(1)

Retirement (Cont'd.)

EARLY RETIREMENT: The Board will adopt as a policy the following provision on early retirement:

Members of the faculty with five years or more of service with the College become eligible to select early retirement the academic year during which they become sixty years of age.

Any faculty member who elects early retirement shall receive prorated salary and prorated fringe benefits based upon a proportionate reduction in instructional time, office hours, and related teaching duties.

Clause #275 B2(2)

VI. APPENDIX

A. SALARY SCHEDULE

PART TIME FACULTY SALARIES: The District agrees to increase and modify the part time hourly rate and summer hourly rate according to the following schedule provided that the Spring Semester, 19-- increase shall not be implemented unless it is deemed not to be in violation of Government Code Section -----.

Effective Spring Semester 19-- - Part Time Hourly Rate

Lecture/Hour	Laboratory/Hour		Placement on Steps
$20.00	Step I	$14.25	0-1 Semesters
	Step II	14.96	Completion of 2 Semesters
	Step III	15.71	Completion of 6 Semesters
	Step IV	16.50	Completion of 8 Semesters

Effective Summer Semester 19-- - Summer Hourly Rate

Lecture/Hour	Laboratory/Hour
$22.67	$15.87

Effective Fall Semester 19-- - Part Time Hourly Rate

Lecture/Hour	Laboratory/Hour		Placement on Steps
$23.00	Step I	$16.10	0-7 Semesters
	Step II	16.50	Completion of 8 Semesters

Effective Spring Semester 19-- - Part Time Hourly Rate

Lecture/Hour	Laboratory/Hour
$24.00	$16.80

Effective Summer Semester 19-- - Summer Hourly Rate

Lecture/Hour	Laboratory/Hour
$24.00	$16.80

Placement at initial steps shall be made according to the semesters taught at ----- College. Existing faculty shall retain their laboratory/hour rate and remain frozen at such step until such time as the laboratory rate shall be 70% of the lecture/hour rate.

One day of sick leave is granted to summer session instructors per summer, not to be accumulative.

Compensation for Assignments in Addition to the Regular Contract Year which are not Covered by Other Provisions of the Agreement:

Compensation for assignments in addition to the regular contract year shall be calculated according to the following formula to arrive at the proper daily rate.

Regular yearly salary
175 days + designated service days as defined
in the agreement
= daily rate

Clause #276 F2(2)

----- COMMUNITY COLLEGE INSTRUCTION SALARY SCHEDULE:

STEPS	BS or BA	INDEX	MS or MA	INDEX	MS or MA +30	INDEX	PhD or EdD	INDEX
1.	9,450	.900	$10,500	1.000	$11,550	1.100	12,600	1.200
2.	9,975	.950	11,025	1.050	12,075	1.150	13,125	1.250
3.	10,500	1.000	11,500	1.100	12,600	1.200	13,650	1.300
4.	11,025	1.050	12,075	1.150	13,125	1.250	14,175	1.350
5.	11,550	1.100	12,600	1.200	13,650	1.300	14,700	1.400
6.	12,075	1.150	13,125	1.250	14,175	1.350	15,225	1.450
7.			13,650	1.300	14,700	1.400	15,750	1.500
8.			14,175	1.350	15,225	1.450	16,275	1.550
9.			14,700	1.400	15,750	1.500	16,800	1.600
10.					16,013	1.525	17,168	1.635
11.					16,275	1.550	17,535	1.670
12.					16,538	1.575	17,903	1.705
13.					16,748	1.595	18,218	1.735
14.					16,958	1.615	18,533	1.765
15.					17,168	1.635	18,848	1.795
16.					17,378	1.655	19,110	1.820
17.					17,588	1.675	19,373	1.845
18.					17,798	1.695	19,635	1.870

A. The above salary schedule is for a contract period of 175 contract days.
B. Proportional lanes are available for BA + 15, MA + 15, and MA +45.

Clause #277 D2(7)

B. CHECK OFF AUTHORIZATION

DUES DEDUCTION: The College agrees to deduct in monthly installments from the salaries of faculty members who have voluntarily authorized such deductions on the "Dues Deduction Authorization" form.

Dues Deduction Authorization

Name: ______________________________

Home Address: ______________________________
Zip Code

Social Security Number: ______________

I hereby request and authorize the ----- College, to deduct from my earnings and transmit to the ----- College Faculty Education Association, dues of the ----- Education Association, and the (Union), in _____ equal payments of $_____ each, beginning with the (month) pay check, continuing for the remainder of the academic year for a total amount of $__________. I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the College and all its officers or employees from any liability therefor.

______________ (date)   ______________________ (signature)

If the faculty member requests payroll deduction, all items on the Dues Deduction Authorization Form cited above pertaining to the number of equal payments, the amount of each payment, the starting date, the total amount to be deducted for the academic year, signature and date will be completed by each faculty member. A copy of this deduction form will be sent to the Business Office for payroll processing and will be filed in the faculty member's payroll file.

The College will remit to the Association no later than twenty calendar days after such deductions are made a list of the faculty names, amount deducted from each, and a check for the total amount deducted.

Clause #278   D4(2)

AUTHORIZATION OF PAYROLL DEDUCTION OF MEMBERSHIP DUES:
To: University of -----
I hereby authorize and direct the University of ----- through its

Check Off Authorization (Cont'd.)

officers, agents and employees to deduct from the portion of my salary due me each semimonthly pay period the amount of $__________ as certified by the (Union), University of ----- Chapter.
I further authorize and direct the University of ----- to transfer and pay the sum so deducted to the Treasurer of the (Union), University of ----- Chapter.

In consideration of the above described services rendered by the University of ----- the (Union), University of ----- Chapter, its members, officers, agents and employees and the undersigned hereby release and discharge the University of -----, its officers, agents and employees from any and all liability whatsoever arising as a result of the authorization herein given.

Dues deduction authorizations received by the University payroll department shall be in accordance with the "Association Membership, Professional Dues Deduction" article of the current University of (the Union) and contract.

This authorization is voluntary and shall be irrevocable for the period of one year, and I agree and direct that it shall be automatically renewed and shall be irrevocable for successive periods of one year each, unless revoked by me by giving written notice to the University and the Association not less than fifteen days prior to the expiration of each period of one year. This authorization shall cease upon termination of employment with the University or upon transfer to a position excluded from the bargaining unit.

It is understood this service shall be limited to the University of ----- Chapter of (the Union) for any individual employee, and that no partial deduction will be made.

____
Employee Signature

____
Date

____
Position Title Department

____
Social Security #
Name (Print)________________________________
Last First Middle
Address_____________________________________

Clause #279 A4(3)

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C. ACADEMIC CALENDAR

CALENDAR AND WORKLOAD:

The academic week for the purposes of this Agreement shall be Monday through Friday, even though classes may be scheduled on Saturday and/or Sunday by mutual agreement between the faculty member and the appropriate Program Director.

The academic day shall be those hours of the day during which classes are actually scheduled. In order to decrease class scheduling conflicts for students or to increase the number of students enrolled in a particular class or to attract special students or community participants, the Academic Dean may require a faculty member to teach one class per week after 5:00 p.m. In such instances the Academic Dean will make all reasonable effort to discuss this need with the Program Director and the program faculty prior to the beginning of such courses. The Academic Dean shall make every reasonable effort to see that said faculty member will not have any early morning classes on the day he/she has to conduct his/her evening class. No faculty member shall be required to teach classes prior to 8:00 a.m. or more than one class per week after 5:00 p.m. without mutual agreement between the Program Director and the faculty member.

A nine-month contract for an academic year shall cover the period between August 25 through May 25 of the succeeding year.

For educational programs or services which may require operation beyond the regular nine-month contract, e.g., Resource Center, Nursing, Counseling Service, Fine Arts, etc., the nine-month contract shall be extended. The conditions of those extended faculty contracts shall be determined within the provisions of this Agreement by the faculty member affected and the appropriate Program Director and/or Division Head. The extended contract will not exceed the total number of working days or hours as established by the current Agreement for the nine-month contract period. Salary for the extended contract will be pro-rated on the basis of the nine-month salary of the faculty member affected.

The following holidays are authorized for time off with pay if they occur during the period of the faculty member's contract: Labor Day, Veteran's Day, Thanksgiving Day and the following day, Christmas Day, New Year's Day, President's Day, Memorial Day and Independence Day. Faculty members on nine-month contracts shall be paid for all additional recess periods listed in the academic calendar.

All dates established for the contract period, including the commencing and closing dates and recess periods, shall be called the academic calendar and shall be developed by the College in consultation with Association and shall become an appendix to this Agreement.

Academic Calendar (Cont'd.)

If the College should require the services of the nine-month teaching faculty during the student recess periods for workshops, meetings and/or consultation, the College shall give notice to the faculty member not less than forty-five days prior to the beginning of the student recess period. The College shall not require such services for more than three days not already designated in the academic calendar during any nine-month contract period. The dates of such services shall be mutually agreed upon by the parties of this Agreement.

The Program Director in consultation with the faculty members in the respective programs shall prepare the class schedules including schedules for Interdisciplinary Courses. Proposed schedules will then be submitted to the Academic Dean for approval. The Academic Dean shall have the final authority over class schedules and resolution of conflicts in scheduling.

Clause #280 D4(2)

ACADEMIC CALENDAR:

19-- to 19-- Calendar

August 29	In-service
August 30	In-service/Records
August 31	In-service/Records
September 4	Classes Begin - 1st Semester
October 25-26	Convention Days
November 5	End of 1st Quarter
November 6	Records Day
November 17	2nd Quarter Begins
November 22-23	Thanksgiving Recess
December 22	Christmas Recess
January 2	Classes Resume
January 18	End of 1st Semester
January 21	Records Day
January 22	Classes Begin - 2nd Semester
February 29	In-service
March 21	End of 3rd Quarter
March 24	Records Day
March 25	4th Quarter Begins
March 29	Easter Recess Begins
April 7	Records Day or Snow Day Make-up
April 8	Classes Resume
April 17 -18	WAVAE Days
May 26	Memorial Day
June 5	Last Day of Classes - Commencement
June 6	Records Day

Clause #281 D2(8)

D. LOAD FORMULA

WORKLOAD PERCENTAGE CHART:

Contact Hours: Hours Per Week:	(17) 1	(20) 2	(23) 3	(25) 4	(35) B
1.	5.9	5.0	4.3	4.0	2.9
2.	11.8	10.0	8.7	8.0	5.7
3.	17.6	15.0	13.1	12.0	8.6
4.	23.5	20.0	17.4	16.0	11.4
5.	29.4	25.0	21.7	20.0	14.3
6.	35.3	30.0	26.1	24.0	17.1
7.	41.2	35.0	30.4	28.0	20.0
8.	47.1	40.0	34.8	32.0	22.9
9.	52.9	45.0	39.1	36.0	25.7
10.	58.8	50.0	43.5	40.0	28.6
11.	64.7	55.0	47.8	44.0	31.4
12.	70.6	60.0	52.2	48.0	34.3
13.	76.5	65.0	56.5	52.0	37.1
14.	82.2	70.0	60.9	56.0	40.0
15.	88.2	75.0	65.2	60.0	42.9
16.	94.1	80.0	69.6	64.0	45.7
17.	100.0	85.0	73.9	68.0	48.6
18.	105.9	90.0	78.3	72.0	51.4
19.	111.9	95.0	82.6	76.0	54.3
20.	100.0	87.0	80.0	57.1	
21.	105.0	91.3	84.0	60.0	
22.	110.0	95.7	88.0	62.9	
23.			100.0	92.0	65.7
24.			104.3	96.0	68.6
25.			108.7	100.0	71.4
26.			113.0	104.1	74.3
27.			108.0	77.1	
28.				112.0	80.0
29.					82.9
30.					85.7
31.					88.6
32.					91.4
33.					94.3
34.					97.1
35.					100.0
36.					102.9
37.					105.[illegible]
38.					108.6
39.					111.4

WORKLOAD: 1. Instructional responsibility shall be assigned in accordance with the "Instructor Responsibility Table of Percentages" for courses taught during the day in full-time programs.

a. Course Size: An additional weekly instructional load will be added according to the following table:

Course Size	33-55	56-99	100 and over
Additional % per course	25% of the course load %	50% of the course load %	75% of the course load %

(1) Course size shall be calculated on the first day of the fourth week of each semester.
(2) Courses combined for a common Type I class time but separate Type II class times will be counted as one class when computing Type I class size.
(3) In ATL instruction when the ratio of students to teacher(s) in the lab averages over 32:1, overload pay provisions will go into effect on the basis of this ratio, proportionately to the periods involved.

b. Preparations: An additional weekly instructional load of 5% will be added for each course assigned over the maximum limit of three in any given semester.

(1) A preparation is a course with a unique course number and title.
(2) In ATL instruction, ten hours or less per week will equal one preparation and any assignment of over ten hours per week will equal two preparations regardless of the number of unique course numbers and titles involved.

c. Course Assignments: A maximum of three of the following courses or combinations thereof may be assigned in any given semester to one instructor.

(1) Technical Reporting
(2) Business Communications
(3) Business Correspondence

2. The following definitions shall apply in determining instructional responsibility as contained in the "Instructor Responsibility Table of Percentages":

a. Type I: Group instruction that includes presentation of material by the instructor through lecture, including supplementation through the use of audio visual aids and a limited amount of discussion and related classroom activity. Responsibilities include the instructor pre class preparation and post class evaluation activities as well as the in class instructional activity.

b. Type II: Course in which student activity is supervised and aided by the instructor. Emphasis is upon student participation to learn or apply concepts and principles and/or to develop manipulative skills. Responsibilities include pre class preparation, post class evaluation activities and in class instructional activity. Typical in class activities include:

(1) Discussion groups
(2) Small student work groups
(3) Student project method of instruction
(4) Laboratory courses
(5) Shop courses
(6) Short point of information discourse or lab demonstration by the instructor.
(7) ATL instruction

c. Special Assignment: Activities approved by Instructional Services Administrator to improve, promote and enhance the total education program. Designation of a specific instructor assignment will be made by the respective department chairman after conferring with the instructor.

3. Instructor responsibility totaling 90% to 110% shall constitute a full semester load. Instructors who volunteer to accept an overload will be paid on a direct pro rata basis for the percentage of teaching in excess of 110% according to the provisions applying to the "Instructor Responsibility Table of Percentages" as applied to the total load each semester. Salary checks shall be adjusted prior to November 1, for first semester overloads, and prior to March 1, for second semester overloads with all salary adjustments made retroactive to the beginning of the appropriate semester.

If a lack of volunteers among all instructors in the bargaining unit qualified to teach a course would result in that course not being offered in its regular sequence, any qualified instructor can be required to teach such course, subject to the above mentioned overload pay provisions.

An explanation of the Instructor Responsibility Table of Percentages and this criteria can be obtained from the faculty member's respective department chairman or the curriculum coordinator.

4. Additional criteria established by the State Board of Vocational, Technical and Adult Education and the --- Association of colleges and secondary schools, Commission on Higher Education, the State Board of Nursing, and other accrediting agencies deemed necessary for the successful operation of the programs must be complied with, and will take precedence over the previously described load formula.

Load Formula (Cont'd.)

Because of their special nature, the following positions shall not be included in those sections stated above. Time schedules for these positions shall be established to coincide with the special nature of the programs.

a. Health occupations faculty
b. Agricultural instructors teaching in farm related educational programs such as the Farm Training, Agri-Development and Production Agriculture programs.
c. Biology instructor
d. Mathematics and Blueprint Reading Apprenticeship instructor
e. Counselors
f. Community Services Instructors

5. Curriculum Change. Faculty members may recommend curriculum change to their department chairman either individually or at a department meeting and/or at an appropriate program advisory committee meeting and/or to the Curriculum Study and Evaluation Committee. All curriculum change will be discussed with a majority of faculty members affected by the change prior to revision of the curriculum summary book and the time that the change is implemented.

6. When in the learning environment, the instructor shall assign and direct/assist para professionals in planning and carrying out his/her assigned duties consistent with the operational policies of that learning environment and job description of the para professional.

Clause #283 D2(12)

WORKLOAD GRID:

HOURS (1)				(2)	(3)	(4)	(1+2+3+4) TOTAL
LECTURE	LAB	TOTAL	EQUIVALENT	OFFICE	ASSIGNED	PREPARATION	HOURS
15	0	15	15	7	3	15	40
14	1	15	14.7	7	3	15	40
14	2	16	15.4	6	3	15	40
13	0	13	13.0	7	5	15	40
13	1	14	13.7	7	4	15	40
13	2	15	14.4	7	3	15	40
13	3	16	15.1	6	3	15	40
13	4	17	15.8	5	3	15	40
13	5	18	16.5	4	3	15	40

Load Formula (Cont'd.)

HOURS							
LECTURE	LAB	(1) TOTAL	EQUIVALENT	(2) OFFICE	(3) ASSIGNED	(4) PREPARATION	(1+2+3+4) TOTAL HOURS
12	0	12	12.0	7	6	15	40
12	1	13	12.7	7	5	15	40
12	2	14	13.4	7	4	15	40
12	3	15	14.1	7	3	15	40
12	4	16	14.8	6	3	15	40
12	5	17	15.5	5	3	15	40
12	6	18	16.2	4	3	15	40
12	7	19	16.9	3	3	15	40
12	8	20	17.6	2	3	15	40
12	9	21	18.3	1	3	15	40
12	10	22	19.0	1	3	14	40
12	11	23	19.7	1	3	13	40
12	12	24	20.4	1	3	12	40
12	13	25	21.1	1	3	11	40
12	14	26	21.8	1	3	10	40
11	0	11	11	7	7	15	40
11	1	12	11.7	7	6	15	40
11	2	13	12.4	7	5	15	40
11	3	14	13.1	7	4	15	40
11	4	15	13.8	7	3	15	40
11	5	16	14.5	6	3	15	40
11	6	17	15.2	5	3	15	40
11	7	18	15.9	4	3	15	40
11	8	19	16.6	3	3	15	40
11	9	20	17.3	2	3	15	40
11	10	21	18.0	1	3	15	40
11	11	22	18.7	1	3	14	40
11	12	23	19.4	1	3	13	40
11	13	24	20.1	1	3	12	40
11	14	25	20.8	1	3	11	40
11	15	26	21.5	1	3	10	40
10	5	15	13.5	7	3	15	40
10	6	16	14.2	6	3	15	40
10	7	17	14.9	5	3	15	40
10	8	18	15.6	4	3	15	40
10	9	19	16.3	3	3	15	40
9	4	13	11.7	7	5	15	40
9	5	14	12.5	7	4	15	40
9	6	15	13.2	7	3	15	40
9	7	16	13.9	6	3	15	40
9	8	17	14.6	5	3	15	40
9	9	18	15.3	4	3	15	40
9	10	19	16.0	3	3	15	40

Load Formula (Cont'd.)

HOURS (1)				(2)	(3)	(4)	(1+2+3+4) TOTAL
LECTURE	LAB	TOTAL	EQUIVALENT	OFFICE	ASSIGNED	PREPARATION	HOURS
9	11	20	16.7	2	3	15	40
9	12	21	17.4	1	3	15	40
9	13	22	18.2	1	3	14	40
8	4	12	10.8	7	6	15	40
8	5	13	11.5	7	5	15	40
8	6	14	12.2	7	4	15	40
8	7	15	12.9	7	3	15	40
8	8	16	13.6	6	3	15	40
8	9	17	14.3	5	3	15	40
8	10	18	15.0	4	3	15	40
8	11	19	15.7	3	3	15	40
8	12	20	16.4	2	3	15	40
8	13	21	17.1	1	3	15	40
7	10	17	14.0	5	3	15	40
7	11	18	14.7	4	3	15	40
7	12	19	15.4	3	3	15	40
7	13	20	16.1	2	3	15	40
7	14	21	16.8	1	3	15	40
7	15	22	17.5	1	3	14	40
7	16	23	18.2	1	3	13	40
7	17	24	18.9	1	3	12	40
7	18	25	19.6	1	3	11	40
7	19	26	20.3	1	3	10	40
7	20	27	21.0	1	2	10	40
7	21	28	21.7	1	2	9	40
7	22	29	22.4	1	2	8	40
6	10	16	13.0	6	3	15	40
6	11	17	13.7	5	3	15	40
6	12	18	14.4	4	3	15	40
6	13	19	15.1	3	3	15	40
6	14	20	15.8	2	3	15	40
5	11	16	12.7	6	3	15	40
5	12	17	13.4	5	3	15	40
5	13	18	14.1	4	3	15	40
5	14	19	14.8	3	3	15	40
5	15	20	15.5	2	3	15	40
5	16	21	16.2	1	3	15	40
5	17	22	16.9	1	3	14	40
5	18	23	17.6	1	3	13	40
5	19	24	18.3	1	3	12	40
5	20	25	19.0	1	3	11	40

Load Formula (Cont'd.)

HOURS	(1)			(2)	(3)	(4)	(1+2+3+4) TOTAL
LECTURE	LAB	TOTAL	EQUIVALENT	OFFICE	ASSIGNED	PREPARATION	HOURS
4	10	14	11.4	7	4	15	40
4	11	15	12.1	7	3	15	40
4	12	16	12.8	6	3	15	40
4	13	17	13.1	5	3	15	40
4	14	18	13.8	4	3	15	40
4	15	19	14.5	3	3	15	40
4	16	20	15.2	2	3	15	40
4	17	21	15.9	1	3	15	40
4	18	22	16.6	1	3	14	40
4	19	23	17.3	1	3	13	40
4	20	24	18.0	1	3	12	40
4	21	25	18.7	1	3	11	40
4	22	26	19.4	1	3	10	40
3	16	19	14.2	3	3	15	40
3	17	20	14.9	2	3	15	40
3	18	21	15.6	1	3	15	40
3	19	22	16.3	1	3	14	40
3	20	23	17.0	1	3	13	40
3	21	24	17.7	1	3	12	40
3	22	25	18.4	1	3	11	40
3	23	26	19.1	1	3	10	40
3	24	27	19.8	1	2	10	40
2	14	17	11.8	5	3	15	40
2	15	17	12.5	4	4	15	40
2	16	18	13.2	3	4	15	40
2	30	32	23.0	1	1	6	40
2	31	33	23.7	1	1	5	40
2	32	34	24.4	1	1	4	40

Clause #284 F2(2)

E. EVALUATION FORM

FACULTY EVALUATION PERFORMANCE REVIEW:

Date ______________

Name ____________________________ Discipline/Area __________________

Location _______________________ Administrative Evaluator _______________________

Date of Formal Observation _________ Duration _______________________

__________________ ------------------------- ____________________

Examples of Strength in Narrative Form:

Areas Needing Improvement, If any:

Evaluator's Recommendations and Assistance provided enabling the Faculty member to improve performance:

Plan of Action:

A. Time Frame set for demonstrating improvement.
B. Consequences if no improvement.

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval but signifies that I have been shown this evaluation and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with the contract.

Remarks: (Faculty member)

____

____

Rebuttal Remarks: (Administrative Evaluator)

____

____

_______________________ _______________________
Post Interview Date Faculty Member

_______________________ _______________________
Post Interview Date Administrative Evaluator

Complete Sections A or B Only If Applicable.
A) This is the administrator's formal notice of serious delinquency: YES ______ ______
Note: Response must be initialed both by the Administrative Evaluator and the Faculty Member
ADM: ________________
FAC: ________________

Evaluation Form (Cont'd)

B) The formal observation and evaluation for the academic year 19-- to 19-- has been mutually waived. The Evaluator attests to the faculty member's satisfactory performance of his duties.

Note: Response must be initialed both by the Administrative Evaluator and the Faculty Member.

ADM: ____________________

FAC: ____________________

Clause #285 C2(1)

PEER EVALUATION FORM - LIBRARIAN: ----- Community College District
Personnel Operations Branch

NAME ______________________________ COLLEGE ______________________________

DATE ______________________________

Perhaps the most important element in the development of competence is specific feedback concerning performance strengths and areas in need of further development. Librarian's peers represent the best means to assess certain areas of librarian performance.

I. Librarian Responsibilities - Please rate this librarian in comparison to other librarians:

	Unsatisfactory	Needs to Improve to Meet Standards	Meets or Exceeds Standards
Professional Competency			
1. Demonstrates a knowledge of library resources and their use.			
2. Shows awareness of materials needed to support the curriculum.			
3. Demonstrates a mastery of the special skills related to assignment.			
4. Contributes to solutions of library related problems.			

Evaluation Form (Cont'd.)

	Unsatisfactory	Needs to Improve to Meet Standards	Meets or Exceeds Standards
5. Is able to ascertain students, knowledge of library techniques and need for assistance.			
6. Is able to direct students to other relevant materials in addition to answering specific requests.			
7. Organizes work effectively.			
8. Is able to delegate responsibility appropriately.			
Relations with Users			
1. Demonstrates the ability to listen to and communicate effectively with library users.			
2. Demonstrates patience in assisting all users.			
3. Demonstrates the ability to perceive potentially disruptive situations and handles such situations with skill.			
4. Helps users gain self-reliance in using the library.			
5. Exhibits stability necessary to effectively serve users.			
Development of Competencies			
1. Keeps current in the library field by professional reading, attending conferences and/or participating in other professional activities.			
2. Accepts constructive criticism in a professional manner.			

Evaluation Form (Cont'd.)

	Unsatisfactory	Needs to Improve to Meet Standards	Meets or Exceeds Standards
3. Seeks feedback and suggestions as to how improvement can take place.			
4. Makes an effort to improve self by being open and seeking new library experiences.			
Meets Responsibilities			
1. Accepts responsibilities as assigned.			
2. Demonstrates initiative in fulfilling duties			
3. Conforms to college policies, regulations, and procedures.			
4. Maintains work schedule.			
5. Makes conscientious and effective use of time.			
6. Is willing to serve effectively on special assignments such as college-wide committees.			
7. Shows an interest in improving the quality of library service			
8. Demonstrates a sensitivity to the place of the library in the total community.			
9. Understands the necessity for establishing library image as a reliable information source.			
10. Maintains required records and submits reports on time.			
Relationships with College/Colleagues			
1. Demonstrates constructive attitude of cooperation with associates, both certificated and classified.			

Evaluation Form (Cont'd.)

	Unsatisfactory	Needs to Improve to Meet Standards	Meets or Exceeds Standards
2. Uses appropriate channels for communicating dissatisfaction, as well as for making positive suggestions.			
3. Accepts suggestions and constructive criticism from colleagues and supervisors.			
4. Attends regularly all departmental committee and college-wide meetings.			
5. Cooperates with colleagues in planning and implementing library and other educational projects			

Professional Growth

1. Describe observations of professional growth and development by this librarian during the last year.

2. Identify areas in which the librarian can improve and by which means this improvement can take place.

Overall Evaluation

1. This librarian's overall performance is

____ Meets or Exceeds Standards
____ Needs to Improve to Meet Standards
____ Unsatisfactory

Clause #286 F2(1)

F. MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING: Effective with the 19-- academic year and for the life of the contract every faculty member at the College will be offered one overload per academic year. Overload means one four-hour course over sixteen hours for nondepartment chairpersons and one four-hour course over twelve hours for department chairpersons. This overload will be made available to every faculty member by the College; provided, where the specific overload offered is not acceptable, the Academic Dean and the individual faculty member will attempt to resolve the matter; provided further that if this would fail, the matter shall be submitted to the Educational Policy Committee for resolution.

----- College

By ________________________

By ________________________

Dated ______________________

Clause #287 DS(4)

LETTER OF UNDERSTANDING: There shall be established a joint committee composed of three representatives of the University and three representatives of the Faculty Association to review and make recommendations on the structure and theory of the health and welfare benefit package provided to members of the Faculty Association by the University.

The Committee shall not, however, address itself to any health and welfare programs which would take effect earlier than 30 June 19--. The Committee's recommendations shall be part of the deliberations provided for by the reopener provisions of this Agreement.

University of -----	----- Faculty Association
________________________	________________________
By: ----- Vice President for Academic Affairs	By: ----- President
________________________	________________________
Date	Date

Clause #288 F4(1)

G. AMENDMENTS

AIMS AND GOALS STATEMENT: With the exception of art, music, drama/speech,, physical education and the library, the College seeks to have full-time faculty members with doctoral degrees. In art, music drama/speech, physical education and the library, the College seeks personnel who have at least a masters degree and professional experience and/or significant performance background.

The College expects and seeks individuals with an understanding of the commitment to the Liberal Arts tradition and women's education. Faculty are expected to display a demonstrable record of teaching excellence in the classroom.

The College expects willing fulfillment of all contractual obligations with a commitment and devotion to ----- Junior College evidenced by professional integrity towards (the college) and a willingness to work on behalf of the College.

Clause #289 D2(4)

H. FACULTY HANDBOOK

STATEMENT ON PRACTICES AND POLICIES: In addition to those policy matters covered, the Federation is to receive prior notice of contemplated changes in other policies and practices affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon.

The President of the Federation will also receive copies of the agenda and minutes of regular and special Board meetings.

College Policies: These policies were adopted by the Board of Trustees at their August 24, 19-- meeting.

Laboratory Class Enrollment: Enrollment in laboratory classes is determined by the maximum of properly equipped student work stations. Enrollment by students in laboratory classes during the add-drop period shall be allowed up to the maximum as determined by the number of student work stations; enrollment beyond the maximum is only by permission of the teacher.

Teaching Schedule Assignments: A minimum of twelve hours shall elapse between a faculty member's last regularly scheduled class or hours in a day and his first regularly scheduled class or hours on the following day unless otherwise requested by the faculty member. A teaching overload is exempt from this procedure. Also exempt are those cases resulting from the teacher's request to be assigned an evening different from the proposed schedule.

Faculty Attendance At Convocation and Graduation: Attendance at Convocation and Graduation is encouraged but voluntary. Faculty members not expecting to attend shall notify the appropriate department chairman not later than fourteen calendar days before the event.

Service On College Committees: Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Faculty members should normally limit their service on a specific committee to two consecutive academic years.

Clause #290 B2(2)

I. GRIEVANCE FORM

GRIEVANCE FORM:
Board ----- /Faculty Federation

1. Date: ______________________

2. Name: ____

3. University: _____________________________________

4. College: ____

5. Department/Unit: ________________________________

6. Address to which mailing pertaining to this grievance shall be sent: ____
____

7. Provision(s) of Agreement violated: Article __________________,
Section(s) ________________.

8. Statement of Grievance (include date of acts or omissions complained of):

9. Remedy Sought:

10. I will be represented in this grievance by (check one):
____ Faculty Federation-BOG ____ I will represent myself.

11. I (do)___ (do not)___ want a postponement for up to 30 days to seek informal resolution of this grievance.

12. I understand that this grievance will not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

This grievance was filed with the President's office on (date)______________, 19__, by (check one) ___ (a) Certified, registered mail, return receipt requested; or ___ (b) Personal delivery.

13. Signature of Grievant: ______________________________________

Grievance Form (Cont'd.)

Request for Review of Step one:
Grievance Decision Form
Board ----- /Faculty Federation

1. Date: ____________________

2. I hereby request that the Executive Director review the attached decision made in connection with the attached grievance because:

3. I received the decision on ___(date)___ and filed this request for review with the Board Office on ___(date)___, by (check one):
___ (a) Certified, registered mail, return receipt requested; or
___ (b) Personal Delivery.

4. Signature of Grievant: ______________________________

Clause #291 D4(1)

Greivance Form: Step 1

1. Date: ______________________________

2. Name of Grievant: ______________________________

3. Short Statement of Facts of Grievance: ______________________________

4. Portions of the collective bargaining agreement you feel have been violated, misinterpreted, or improperly applied as to you: ___

5. Remedy Sought: ______________________________

Signature of Authorized Representative of College

Signature of Grievant

Greivance Form (Cont'd.)

Grievance Form Step 2

I hereby appeal my grievance dated ______________ to Step 2 of the grievance procedure.

____
Signature of Grievant

____
Signature of Authorized
Representative of College

Arbitration Demand

I hereby demand arbitration of my grievance dated
______________________________.

Date: ______________________________

____
Signature of Grievant

____
Signature of Authorized
Representative of College

Clause #292 C4(4)

J. REAPPOINTMENT SCHEDULE

TARGET DATES FOR ACTION BY:

	DPC+ Chair-person	Dean	UFPB	Provost	President	Board of Trustees
Dec. 15 - Non-Reappointment Notification	10/15	10/31	11/10	11/15	11/20	11/30
Mar. 1 - Non-Reappointment Notification	12/23	1/15	1/31	2/10	2/20	2/25
Aug. 31 - Reappointment Notification	1/31	2/28	---	5/31	6/30	7/31
Aug. 31 - Non-Reappointment Notification	1/31	2/28	4/15	5/31	6/30	7/31
Promotion	2/15	3/15	4/15	5/15	6/15	6/30
Tenure:						
Ad hoc Tenure Committee by	3/15	4/15	5/15	6/15	7/15	8/24
Annual Evaluation	10/31	11/30	---	1/31	---	---

Clause #293 B4(4)

K. SABBATICAL APPLICATION

APPLICATION FOR SABBATICAL LEAVE

Name: ______________________ Date of Application ____________

Date faculty member commenced-----CC assignment: ____________

Describe, if any, previous leaves of absence during -----CC employment:

____

____

Requested Leave Interval: From ____________ To ____________

Purpose of Leave: ____

____

____

Professional Justification: ______________________________________

____

Anticipated Accomplishments: ____________________________________

____

Plans for faculty member responsibilities during period of absence: ___

____

____

Department Head recommendation: _________________________________

____

____

Division Chairman recommendation: _______________________________

____

____

Dean of Instruction: ____

____

____

Clause #294 E2(4)

VII. MISCELLANEOUS CLAUSES

UNION STEWARDS: For the purposes of processing and adjusting grievances the Employer will recognize and deal with a Union Steward or in his/her absence an alternate designated by the Union.

The Union Stewards may devote a reasonable amount of time to processing and adjusting grievances during regular working hours without loss of pay. Reasonableness is estimated to be no more than one and one half working days a month after which the Union will compensate the Steward.

Clause #295 CS(1)

MERGERS AND ACQUISTIONS: In the event that the University acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution shall become members of this bargaining unit. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for new members shall be negotiated by the parties for the subsequent year.

Clause #296 A4(2)

DEPARTMENTAL MERGER OR SPLITS OR CREATION OF NEW ACADEMIC DEPARTMENTS: The College Administration shall have the right to split, merge or create departments consistent with the provisions of this contract and general college policy.

In the event that a department is split into two or more departments or if two or more departments are merged into one department or a new academic department is created, faculty members concerned who hold tenure and rank shall continue to do so in the one new department. All the time accumulated in the previous department shall accrue for the purpose of tenure, promotion, sabbatical and seniority.

Clause #297 B2(5)

NEPOTISM: Persons related by family or marriage may be employed by the University provided such individuals meet and fulfill regular University employment standards. However, faculty or staff members shall neither initiate, participate in, nor influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, etc.) to members of their families. In instances where a conflict of interest might occur under normal operating procedures, the responsibility for the decision will pass to an authorized representative of the next higher administrative level. Where other than normal operating procedures involving faculty are followed hereunder, the Chapter shall be notified in writing.

Clause #298 D4(5)

SAFETY: Responsibilities - The Employer shall endeavor to provide and maintain a safe place of employment.

Employees shall endeavor in the course of performing professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and report these to their immediate supervisor.

Referral - If the problem cannot be informally corrected by the immediate supervisor and the employee, it shall be reported to an Institutional Health and Safety Committee composed of representatives of the Employer and employees appointed by the Employer. The Institutional Health and Safety Committee shall investigate and make recommendations concerning the problem.

Clause #299 D2(6)

SUSPENSION OF OPERATIONS: When an emergency confronts the College, notification of the closing of the College shall be released for broadcast over local radio and television stations, when and as feasible. When the College and College offices are officially closed by the President, and if those hours and/or days are counted as duty hours or days, all personnel will be paid their regular salary.

One consideration that may go into a decision to close the College is the number of students and/or faculty anticipated to be unable to reach school and the effect of this on the instructional program.

Clause #300 C2(3)

NO REPRISALS: It shall be a term and condition of this Agreement: That there will be no reprisals by the Union or the Board against the Board or the Union, Union members, students, clerks or any other person as a result of participation or non-participation by any of the above in a strike by Local ---- or other activities in connection therewith. Provided, however, that denial of sick leave or personal leave of faculty during the strike is not to be considered reprisal. The Board will dismiss with prejudice any and all legal proceedings which it has filed in connection with the strike and agrees not to institute any further claims or other litigation in connection therewith. The Union likewise agrees not to process any claims, grievances, or other litigation in its behalf or its member's behalf or any other person's behalf based on the strike or any strike-connected action taken by the Board, provided that the Union may institute grievance procedures which are based upon suspensions, dismisals, refusals to renew, denial or cancellation of fringe benefits, denials of increment or faliure to check off Union dues predicated upon alleged strike or Union-based activities.

That the parties, in consideration for their mutual acceptance of the benefits and obligations expressed in the terms and conditions of the attached collective bargaining agreement, effective August 21, 19— do each hereby agree to release and forever discharge the other and each of the others, both in their official and individual capacities, their heirs, executors, administrators, successors and assigns, of and from all or any manner of actions, cause and cause of action, suits, damages, claims and demands whatsoever in law in equity which, against the other, or each of the others, each of the parties hereto ever had, now has or which its successors shall or may have for or by reason of the actions by the parties hereto during the strike commencing on August 30, 19-- and concluding on September 25, 19--.

Clause #301 D2(3)

HEADINGS: Any heading preceding the text of the several Articles hereof, are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Clause #302 BS(2)

TECHNOLOGICAL CHANGES: In the event of proposed technological changes affecting the work force such as the introduction of data processing equipment, computers or other automated office machines, the Employer agrees to discuss such changes with the Union. However, the final decisions of whether to implement such changes shall be at the sole discretion of the Employer.

Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit, subject to articles on promotion, demotions and transfers.

In the event that training programs are necessary for employees to qualify for jobs created by the implementation of technological changes, the affected employees in the bargaining unit shall be given the first opportunity to receive such training.

Clause #303 FS(1)

SUPPORT OF AGREEMENT: The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. It is agreed that the District and Association will support this agreement for its length.

Clause #304 F2(2)

GLOSSARY OF TERMS

GLOSSARY OF TERMS

Academic advisors - Teaching faculty members with counselling responsibilities.

Academic freedom - The concept that faculty should be free from institutional censorship or discipline and is entitled to intellectual freedom in research and publications. Implicit in the term are special obligations concerning the introduction of controversial matter which has no relation to the subject taught. Limitations of academic freedom because of religious or other aims of the institution should be stated in writing at the time of appointment.

Academic year - Generally refers to fall and spring semesters, or the period between September 1 through June 30.

Accountability - Demands placed on institutions of higher education and the individuals that provide educational services to be "accountable" to one or more groups in some aspect of their behavior such as validity of objectives, effectiveness of expenditures, day-to-day performance of their functions, or educational results of activities.

Across-the-board increase - Base salary of each member of the *bargaining unit* is increased by the same percentage or a fixed dollar amount.

Adjunct faculty - Faculty members hired on a part-time basis for a fixed period of time. Do not usually accrue time, leave or benefits.

Administration - Includes the president and principal officers of the institution, but excludes all individuals and positions specifically designated as part of the faculty *bargaining unit*.

Administrative law judge - Official who conducts hearings and makes recommendations to the *National Labor Relations Board* or other government agency.

Adversary model - Used to describe *governance* structures and define areas of authority for faculty and administration. See also *collegiality*.

Affirmative action - Compliance with federal guidelines for the purpose of advancing occupational and/or educational interests of specified minorities and women. Elements of affirmative action include employment practices, testing and validation, and promotion procedures. The purpose is to correct not only overtly discriminatory practices but also those that are fair in form but discriminatory in effect.

Agency shop - Provisions of a collective bargaining agreement that require all employees of the *bargaining unit* to pay fees to the union equivalent to membership dues. They are not required to become members as under a *union shop*. In the public sector, enabling legislation is required, as in New York State.

Agent - A union or association that has been named as the exclusive representative of faculty members for the purposes of bargaining over economic and other terms and conditions of employment.

Agreement, collective bargaining - A written agreement (*contract)* resulting from negotiation between employer or group of employers and employee organizations or group of organizations. Usually contains terms and conditions of employment (wages, fringe benefits, hours of work) and procedures to be used in settling disputes during terms of the contract.

Agreement enforcement - The method by which either faculty members and administration seek to resolve disputes over the administration of the collective bargaining agreement. Methods of enforcing agreement when disputes arise include the *grievance* machinery, appeals to court, administrative agencies, or by *strikes*. Also known as contract administration.

Amendment of certification, see *Clarification of unit*.

American Arbitration Association (AAA) - A private, non-profit organization established to promote *arbitration* as a method of settling labor disputes. Provides lists of qualified *arbitrators* on request as well as rules of procedure for conduct of arbitration.

American Association of University Professors (AAUP) - A national organization of faculty members originally founded for the protection of *academic freedom* and *tenure*. In 1971 it voted to pursue collective bargaining as a "major additional way" of achieving its goals.

American Federation of State, County and Municipal Employees (AFSCME) - The largest union representing "non-academic" campus workers; an AFL-CIO affiliate.

American Federation of Teachers (AFT) - An affiliate of the AFL-CIO which represents college professors, school teachers, paraprofessionals and non-instructional staff in the educational system.

Anti-Injunction Law (Norris-LaGuardia Act) - A federal law passed in 1932 which restricted the rights of U.S. Courts to issue *injunctions* aimed at restraining activities of labor unions. The Taft-Hartley Act of 1947 restored some injunctive power to the courts.

Antitrust laws - Federal and state statutes to protect trade and commerce from unlawful restraints and monopolies. Used for many years to restrict union activities such as *strikes* and boycotts. Recently their use in labor cases has been limited by statute and judicial interpretation.

Arbitrability - The extent to which management is obligated by contract to take a particular grievance or dispute to *arbitration*. The issue is usually determined by an arbitrator or by a court.

Arbitration - The process of referring disputes between employers and employees (or between two rival unions) to the decision of impartial adjudicators. It is used to resolve impasses in negotiations or as the final step in a grievance procedure. While an arbitrator's decision is legally binding, arbitration differs from judicial process in that the disputants have voluntarily agreed to refer the matter to arbitration and have themselves selected the arbitrator, and hearings are usually much less formal than court proceedings.

Arbitration, Ad Hoc - Temporary, single-case arbitration. This is distinguished from "permanent" *arbitration* systems in which "permanent" *arbitrators* are named to serve for the life of the agreement or a stipulated term, hearing all disputes that arise during this term.

Arbitration, Compulsory - Mandated by statute. If *mediation* and *fact-finding* fail, the submission of dispute to *arbitrator* or board of arbitration is involuntary, does not require approval by parties and the findings and recommendations are binding on both parties.

Arbitration, Expedited - Also known as accelerated arbitration, it is a process in which, in appropriate cases, grievance steps may be by-passed in order to arrive at a quick decision at a reduced cost.

Arbitration, Grievance - Arbitration of disputes that arise over the interpretation of an existing collective bargaining agreement; sometimes referred to as rights arbitration. The grievance arbitrator interprets and applies the contract by assessing the meaning of the contract and the intent of the parties.

Arbitration, Interest - Arbitration of disputes that arise during course of contract negotiations. The arbitrator makes the decision on what is to be contained in the contract. This is usually used after *mediation* and/or *fact-finding* have failed to resolve the *impasse*.

Arbitrator - An impartial third party to whom disputing parties submit their differences for a decision *(award)*.

Authorization card - Statement signed by a faculty member designating faculty organization to act as his representative in collective bargaining. This signature does not necessarily mean that he is a member of the organization.

Automatic wage adjustment - A plan whereby wage rates are raised or lowered according to an established formula in response to other specified changes such as cost-of-living, business profits or prices.

Award - In labor-management *arbitration,* a final binding decision of the *arbitrator.*

Back pay - Compensatory wages due to an employee because of employer violation of *minimum wage* laws, or *layoff* or discharge in violation of labor legislation or collective agreement. To be distinguished from retroactive pay.

Back-to-work movement - An agreement by striking faculty members to return to their jobs before union has declared an end to the *strike.*

Bargainability, see *Scope of bargaining.*

Bargaining agent, see *Agent.*

Bargaining representative - Any organization, agency or person authorized by an employer, employee, group of employees, or employee association to act on their behalf and represent them.

Bargaining rights - Generally refers to workers' *right to bargain* collectively with employers as established by law and judicial interpretations.

Bargaining unit - A group of employees who voluntarily unite or by decision of a government agency such as the *National Labor Relations Board* are deemed to be an "appropriate" unit for bargaining collectively with their employer. See also *Community of interest.*

Bench award - A written or oral award issued at time of arbitration hearing; generally associated with expedited arbitration process or discharge and discipline grievance.

Bilateral action - Joint action of the parties as distinguished from unilateral action where the employer makes decisions without discussion or agreement with the *bargaining unit.*

Binding arbitration, see *Arbitration.*

Bi-partite board - A joint board consisting of equal number from labor and management, set up as a step in the *grievance* machinery just prior to *arbitration.* A majority vote is needed to dispose of a grievance, however, if the board is deadlocked a neutral member may break tie vote.

Blue-sky bargaining - Unrealistic and unreasonable demands in negotiations made either by labor or management or both, usually at the beginning of negotiations.

Board of inquiry - Board set up by public agency to investigate and make recommendations concerning a labor dispute. See also *Fact-finding.*

Boards of mediation - Various state mediation agencies that perform services to assist in the resolution of *impasses.*

Breach of contract - Alleged violations of the collective bargaining agreement which may be subject to an established grievance machinery or remedied by suing through the courts.

Bumping - During *layoffs,* the displacing of junior employees by workers of longer service; sometimes referred to as "backtracking".

Bureau of National Affairs (BNA) - An information service that covers federal and state developments in labor relations with special materials in the fields of collective bargaining, arbitration, wage and hour regulations, affirmative action.

Business agent - A union official, usually paid, who handles grievances, helps enforce agreements, and performs other administrative tasks for the union.

Calendar year employee - Employee having a 12-month professional obligation.

Card-carrying members - Union members in good standing who have evidence of their membership.

Card check - The checking of union *authorization cards,* signed by employees, against employer's payroll to determine whether a union represents a majority of the employees.

Cease and desist order - Command issued by a labor relations board requiring employer or union to abstain from *unfair labor practice,* or abide by guidelines in the enabling legislation.

Certification - Formal designation by a government agency that a particular union is the exclusive representative of faculty members for purposes of bargaining collectively with administration.

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Chairperson - see *Department chairperson*.

Challenged ballot - A vote questioned by one of the parties to a representation election. Challenged ballots are counted only if their number is sufficient to affect the outcome of the election.

Clarification of unit - A procedure whereby an administrative agency or the employer and union redefine a *bargaining unit*.

Classification plan - A method of describing and evaluating a job so that a fair rate of pay assigned to it has some relationship to the status of the job and the proficiency required to perform it.

Closed shop - Requires that employees join union as a condition of employment and remain a member after being hired. Declared illegal by the 1947 *Labor-Management Relations Act*.

Closed union - A union which purposely makes membership in that union difficult by setting high initiation fees, limiting admission to persons completing specified apprenticeship training, setting social and ethnic barriers or using other methods to protect the employment opportunities of present union members.

Collective bargaining (collective negotiations) - A method of bilateral decision-making in which representatives of the faculty and administration determine the conditions of employment of all members of the *bargaining unit* through direct *negotiation*. The bargaining normally results in a written *contract* which is mutually binding and sets forth wages, *grievance procedures*, and other terms and conditions of employment to be observed for a stipulated period. Collective bargaining is to be distinguished from individual bargaining which applies to negotiations between an individual employee and the employer.

Collective bargaining agreement (CBA) - see *Contract*.

Collegiality - The concept of shared authority in decision-making characterized by joint faculty-administration committees or deliberative bodies. Management and employees exercise joint responsibility. The term is traditionally applied to campus *governance*. See also *Adversary model*.

Committees, Standing - Permanent faculty committees in *governance* structure charged by governing body with a definitive set of responsibilities e.g., curriculum committee, personnel policies committee.

Community colleges - Public or private 2-year colleges that offer academic, general, occupational, technical, remedial and continuing adult education programs.

Community of interest - A factor to be considered in determining whether employees should be grouped together in an appropriate bargaining unit. Community of interest guidelines include similar working conditions, similar job responsibilities, desires of the employees, common centralized supervision or work site, common skills or educational requirements.

Company union - Organizations of employees of a single employer usually with implication of employer domination. *National Labor Relations Act* and nearly all public sector collective bargaining statutes declare such employer domination as an *unfair labor practice*.

Comparability - Criteria often used in contract negotiations to achieve "economic marketplace" benefits for employees performing similar tasks. Is often a statutory criteria for fact-finding and interest arbitration.

Conciliation - Attempts by neutral party to reconcile opposing viewpoints in a labor dispute in order to help the negotiating parties come to a voluntary settlement. In current usage the terms conciliation and *mediation* are used interchangeably, although traditionally a "conciliator" plays a less active role than a "mediator" in a labor dispute.

Conscientious objector - One who elects not to pay agency fees for religious or moral reasons; alternative payments are usually set.

Consent election - A method of holding elections and determining the wishes of employees in an appropriate *bargaining unit* without a formal hearing.

Contact hours - Class or laboratory period in which faculty member is assigned classroom or laboratory responsibilities.

Continuous negotiating committees (interim committees) - Established by employer and employee organization in a collective bargaining relationship to keep an agreement under constant review to discuss possible changes in advance of its *expiration date*.

Contract - Formal agreement over wages, hours and terms and conditions of employment between administration or group of employers and one or more unions representing employees.

Contract-bar clause - Rules applied by the *NLRB* to determine when an existing contract between an employer and a union will bar a representation election sought by rival group.

Contract hours - Class or laboratory periods which carry academic credit and to which faculty member is assigned.

Contributory welfare plan - A retirement, pension or other benefit plan whose cost is shared, not necessarily equally, by both the employer and the employees.

Cost-of-living (COLA) increase - A method of determining salary increases by tying them directly to increases in the cost-of-living as determined by the Consumer Price Index (CPI) compiled monthly by the U. S. Bureau of Labor Statistics. See also *Escalator Clause*.

Decertification - Withdrawal of exclusive recognition from a *bargaining agent* following vote by faculty that they no longer want the union as their representative.

Deferred wage increase - Negotiated changes which do not become effective until some specified date in the future.

De minimis rule - Arbitration concept that alleged grievance is so inconsequential that arbitrator denies grievance for lack of damages.

Department - Refers to academic,administrative, and other budgetary units of the university. An academic department is defined as one which provides instruction for academic credit.

Department chairperson - Faculty members responsible for certain administrative and supervisory tasks. The position has been included in some faculty bargaining units and excluded in others, and their role is a critical area in academic unionization. The *National Labor Relations Board* has developed guidelines for deciding whether they are first-level administrators or faculty members who should be in the bargaining unit.

Department seniority - see *Seniority*.

Disaffiliation - The procedure whereby a local union separates from the national or international union of which it is a member; or a national or international union withdraws from a federation to which it belongs.

Discharge - Involuntary dismissal of an employee for cause. A discharged employee, unlike one laid off, loses his seniority rights to re-employment.

Discrimination - Refusal to hire, promote, or admit to union membership because of race, creed, color, sex, age or national origin; also a means of encouraging or discouraging membership in a labor organization.

Dismissal - see *Non-reappointment*.

Dismissal wage - A payment by the employer to an employee who is permanently and involuntarily laid off.

Dispute settlement - Techniques used to resolve labor-management disputes in order to avoid *strikes* or other forms of economic warfare. There are many methods used for settlement of these differences, such as *mediation*, *conciliation*, *fact-finding*, emergency boards, *arbitration*, or litigation.

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Due process - Substantive due process seeks to guarantee that convincing reasons exist for whatever decision is reached in matters of personnel actions; procedural due process refers to method for carrying out this decision process.

Dues check-off - Deduction of union dues by the employer from employee's wages. Employees individually authorize such deduction.

EEOC - The Equal Employment Opportunity Commission, established by Title VII of the Civil Rights Act of 1964, prohibits employers or labor unions with 25 or more employees from discriminating against an individual because of race, color, religion, sex or national origin.

Earnings - As opposed to salary, total remuneration for services rendered or time worked including overtime, bonuses and commissions, and other premium pay. See also *Escalator Clause.*

Election of forum - Limits placed on number of vehicles allowed for grievant to pursue claim. Usually forces that a choice be made between grievance procedure, administrative agencies, or courts.

Eligibility list - A list usually used by civil service agencies to determine, after written or oral examination, those persons who are eligible to be hired for certain jobs. Another form of eligibility list is used in representation elections conducted under federal and state labor relations laws which names those employees eligible to vote.

Emeritus faculty - Award granted to retired faculty for recognition of distinguished service. May be used for continued employment after retirement.

Employee election - Balloting by employees for the purpose of choosing a *bargaining agent* or unseating one previously recognized.

Employee Retirement Income Security Act, 1974 (ERISA) - Prescribes federal reporting and disclosure requirements for pensions and employee benefit plans. Provides protection for certain private pension plans.

Employment contract - see *Contract.*

Enabling legislation - With regard to collective bargaining, laws which allow public employees to organize into associations and bargain as a single entity.

End run bargaining (Double deck bargaining) - Negotiating process which takes place away from bargaining table and generally does not include the negotiating team, Creates difficulties for parties at table as it generally introduces new elements into the process.

Equal pay for equal work - A wage plan or legal provision for the same compensation to all employees within an establishment or other bargaining unit, who are performing the same kind and amount of work, regardless of race, sex, or other characteristics of the individual workers.

Equalization - A method under which the parties agree to distribute monies from an "equalization" fund to raise the base salaries of those faculty members who fall below an established norm. A portion of the economic package is appropriated for this purpose.

Equivalencies - Criteria usually set by statute establishing relationships between earned degrees; i.e., Bachelor of Legal Letters equal to Doctorate. Used for promotion and pay purposes.

Escalator clause - A clause in the contract requiring that wage/salary scale be adjusted periodically to changes in the *cost-of-living*.

Escape period - A period, normally 15 days, enabling employees to resign from a union so as not to be bound to continue membership under membership-maintenance agreements.

Evaluation procedures - Designed for both the improvement of performance and as a basis for making personnel decisions. Procedural and substantive aspects may be negotiated as part of the collective bargaining agreement or may be included as part of personnel policies. Process generally implies a commitment to ongoing corrective procedures.

Exclusive representation - When a majority of employees in a bargaining unit have selected a bargaining agent, it becomes the exclusive representative of all members of the bargaining unit on matters within the *scope of negotiation*.

Executive Orders - Criteria setting forth guidelines for federal sector labor relations.
Executive Order 10988: Allowed federal employees to join unions, provided for exclusive recognition of bargaining agents and right of union to be consulted on terms and conditions of employment, and set forth scope of bargaining in federal sector.
Executive Order 11491: Created a Federal Labor Relations Council, mandated union reporting and disclosure requirements, established federal impasse machinery.

Exempt employees - Employees who are not subject to the provisions of the Fair Labor Standards Act.

Expiration date - Formal termination date established in a collective bargaining agreement, or the earliest date at which the contract may be terminated.

Fact-finding - A means of resolving *impasses* in bargaining in which an independent third party, usually appointed by a labor relations agency or by the parties themselves, holds a hearing and makes non-binding recommendations for resolving disputes.

Faculty - Those employed by a college or university in a professional capacity; may also refer to administrative and non-teaching professional personnel.

Faculty rights and responsibilities, see *Academic Freedom.*

Fair employment practice - Conducting employment in compliance with prohibition against discrimination because of race, color, religion, sex, or national origin.

Fair Labor Standards Act (FLSA) - Federal Wage and Hour Act, sets forth regulations on overtime, minimum wage rates and all other aspects of wages and hours in those industries and categories covered by the Act.

Fair representation - Collective bargaining agent must be willing to give each unit member "fair representation" with employer, even if employee is not a member of the union.

Fair share - A fee paid to the union by members of a *bargaining unit* who have not joined the bargaining agent. The fee covers the services of the union in securing bargained for benefits.

Featherbedding - Practices, usually by unions, such as demanding payment for work not performed, refusing to allow adoption of labor-saving equipment, and creating non-essential jobs.

Federal Mediation and Conciliation Service (FMCS) - Federal agency charged with impasse resolution in the private sector. Assigns staff mediators in impasse situations and maintains a roster of arbitrators.

Final offer arbitration - Forces arbitrator to choose between employer's and union's positions on each issue or as a package, in dispute under interest arbitration. Also called LOBO or last offer, best offer.

Financial exigency - A fiscal situation in which the employer feels it is necessary to curtail programs and/or lay off employees. This includes circumstances in which a university declares that its financial difficulties warrant abrogation of job-security provisions, including *tenure.* See also *retrenchment.*

Free rider - A union term for a worker who does not belong to a union but nevertheless receives the benefits derived from a union-negotiated contract or other union activity.

Fringe benefits - Benefits such as insurance, medical benefits and pensions that are given to an employee under his employment or union contract in addition to direct wages,

Full time equivalent (FTE) - Formula determining number of part-time students and courses taken that equal one full time student. Used for state-aid ratios and in class size and load provisions.

Functus officio - An arbitrator's authority and jurisdiction are terminated by the completion and delivery of an award and he cannot then issue any clarification or interpretation except at the request of both parties.

Goldfish bowl bargaining - A controversial procedure in which collective negotiation sessions are open to the press and the public. Also called "Sunshine bargaining".

Good-faith bargaining - Employees and management agree to bargain according to governing rules and regulations and work toward reaching a settlement through negotiation.

Governance - The act of collegial decision-making, peer group evaluation or administrative deliberations made in the context of running a university. See *collegiality*.

Grievance - An alleged violation, misinterpretation, or misapplication of the collective bargaining agreement.

Grievance arbitration, see *Arbitration, Grievance*.

Grievance committee - Committee designated by a union to meet periodically with administration to discuss grievances that have accumulated.

Grievance machinery - Methods, usually described in the collective bargaining agreement, to resolve problems which arise in the application and interpretation of the contract.

Grievance procedure - A method of dealing with alleged contractual violations made by an individual or by union or management. The procedure generally provides for discussions of the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

Guaranteed wage rate - The base rate or other established minimum which is guaranteed under most incentive wage systems regardless of actual output.

Illegal strike - A work stoppage forbidden by law because specified legal procedures have not been followed prior to the stoppage or because of an injunction forbidding the stoppage. Can also refer to a stoppage which has not been authorized by proper union officials or voted on in accordance with union rules by union members.

Immunity clause - A contract clause designed to protect a union from suits for contract violation growing out of unauthorized strikes,

Impartial chairman - An outside person employed jointly by union and employer to assist in negotiating and administering the collective agreements. After contract is negotiated, it is his function to see that both parties observe terms of the contract and to make final decisions as to interpretation or application.

Impasse - That point in negotiations at which either party determines that no further progress in reaching an agreement can be made.

Improper practice - Conduct prohibited by statute or administrative regulation. The term is also used in public employment relations for unfair labor practice.

Income protection plan - Insurance provision, usually long term, providing for coverage in the event of a disability that results in a loss of income.

Increment - One of a series of wage levels in a range between the maximum and minimum salary specified for a particular job classification. See also *Across-the-board increase, Merit increase, Step increase* grid.

Individual employee grievances - The right of an individual employee, under the terms and conditions of the collective bargaining agreement, to process his grievance outside the normal grievance machinery. The settlement which the individual employee receives may not violate the terms of the bargaining agreement and the union usually must be notified and given the opportunity to have its representative present at the time the final settlement is reached.

Initiation fee - Fee required by unions for membership.

Injunction - A mandatory court order to perform or cease a specified activity usually on the ground that the complainant will suffer irreparable injury from unlawful actions of the other party.

Instant tenure, see *Tenure, Instant.*

Interim agreement - A memorandum of agreement designed to avoid a strike or other job action and/or to maintain conditions of employment until the final contract is signed.

Job action - Concerted action taken by bargaining unit (or significant portions of unit) as a means of generating pressure on administration. Usually at a point of *impasse* in contract talks. Job action can range from boycotting non-instructional or extracurricular duties to a full-scale strike. Right to bargain job action varies for public and private institutions, and from state to state.

Joint council - A body consisting of representatives of union and employer associations which exists to settle disputes arising out of a contract. Also called labor management committees.

Judicial review - Proceedings before courts for enforcement or setting aside of orders of labor relations boards.

Jurisdictional dispute - Disagreement among unions as to who should represent a group of workers, or disagreement about the right of employees to perform certain types of work. If conflict develops into a work stoppage, it is called a jurisdictional strike, which is usually illegal.

Just cause - Requirement that college administrations have sufficient reasons before imposing discipline on a faculty member. Implies due process requirements and places burden of proof on employer.

Labor-Management Relations Act (Taft-Hartley Act) - A federal statute passed in 1947 amending the *Wagner Act* of 1935. Important provisions include: (1) *closed shop* is outlawed (2) government authorized to seek injunction preventing work stoppage for 80 days in strike that imperils nation's health and welfare (3) unions prohibited from using union funds in connection with national elections (4) unions must file financial statements with Dept. of Labor (5) states are authorized to pass *right-to-work* laws.

Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act) - A federal statute, passed in 1959, designed to rid unions of corruption and ensure internal union democracy. Contains a "bill of rights" for union members, regulations concerning trusteeships, conditions to be observed in elections of union officers, and definition of fiduciary obligations of union officers.

Labor relations - A general term used in connection with any or all matters of mutual concern to employers and employees. Sometimes given a more limited meaning to indicate the kind of recognition in effect between an employer and union.

Labor relations board - State or federal agencies which primarily handle labor relations, including *unfair labor practices*, and representation elections.

Landrum-Griffin Act, see *Labor-Management Reporting and Disclosure Act.*

Last offer, best offer arbitration (LOBO) - A method of interest arbitration in which each party submits a "last best offer" to the arbitrator, who chooses one of these offers as his final decision. He is not allowed to make a compromise between the two offers. The intent of this method is to increase the risk to the parties if they do not settle by themselves and to encourage negotiated agreements. Also called *final offer arbitration.*

Layoff - Eliminating faculty members because of institutional *financial exigency*, reallocation of resources, reorganization, or curtailment of programs. Laid-off employees usually retain seniority rights.

Leave of absence - Authorized time off from a job without pay but with the right to reinstatement without loss of seniority.

Legally required benefits - Employee-benefit programs to which employers must contribute, or insurance that they must purchase according to law, e.g., social security.

Local union - The local chapter or affiliate of a national or international labor organization.

Lockout - Closing down a business or university as a form of economic pressure upon employees to enforce acceptance of employer's terms. "No lockout" guarantee commits administration not to close the doors to unit members as a weapon in mid-contract labor disputes.

Long-term contract - Generally, a multi-year collective bargaining agreement with a duration of two or more years, as distinguished from a one-year agreement.

Maintenance of benefits - Unless modified in the negotiations process, all benefits remain unchanged in the successor agreement.

Maintenance of membership - Union security agreement requiring that employees who are members of a union on specified date, or thereafter become members, remain members for the duration of the contract as a condition of employment.

Make whole - The recourse available to individual who has been discriminated against by an employer through an illegal act, e.g., reinstatement to job with full back pay and benefits.

Management prerogatives - Rights that employers feel are exclusively their own and hence not subject to collective bargaining and negotiations. Often include the right to determine the services necessary to maintain efficiency and order, and to hire and direct the work force.

Management-rights clause - A contract clause that expressly reserves for management certain rights and usually specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration. This subject is troublesome in faculty bargaining because the meaning of "management rights" without further elaboration is often ambiguous. Added protection for management rights is sought through the use of a *zipper clause*. See also *Reserved rights*.

Managerial-supervisory personnel, see *Supervisor*.

Mandatory subjects of bargaining - Primarily economic subjects that must be negotiated if either party desires. See also *permissive subjects of bargaining* and *scope of bargaining*.

Master contract - A single collective bargaining contract that sets forth salary, working conditions, etc., for all employees in the bargaining unit.

MED-ARB - An impasse procedure which operates as a combination of mediation and arbitration. In this process the neutral acts as a mediator on as many issues as possible but has the authority to act as an arbitrator on issues left unsettled. Whatever is settled by mediation becomes part of the arbitrator's decision and is written up as a decision.

Mediation - A method of resolving an *impasse* in negotiations in which a third party, acceptable to both sides, assists employer and union in coming to an agreement. Unlike arbitrators, mediators have no power to bind the parties but can only make suggestions.

Meet and confer - A right granted by some state public employment laws, limiting the duty to bargain. Employees may confer as a group with management to discuss compensation, working conditions, etc., but the public employer is not required to agree to a contract. See also *enabling legislation*.

Merit increases - Salary increases that are based primarily upon considerations of individual performance.

Minimum wage - Lowest wage rate allowed by either federal or state law.

Minority union - A union which does not have exclusive bargaining rights because it has not been able to win the support of majority of the employees in a particular unit. Maintains its group identity and may in fact be recognized by the employer as the representative of a minority of workers.

Model agreement - A collective bargaining agreement sometimes recommended by an employee organization to its locals to serve as a standard agreement for a certain geographic area or industry.

Modified union shop - An agreement between an employer and a union requiring all present members to retain their membership and all new employees to become members, but does not require employees who were not members at the time the agreement was signed to join the union.

Most favored nations clause - Reopener clause in collective bargaining agreement that mandates negotiations if another unit obtains benefit denied to first. Parity type arrangement.

Multi-unit bargaining - Collective bargaining between a union which represents many bargaining units and an employer or group of employers.

National Education Association (NEA) - The largest union of faculty and public school teachers. It considers itself a professional association as well as a collective bargaining agent.

National Labor Relations Act (Wagner Act) - Federal law passed in 1935 which guaranteed workers the right to organize and join unions and to bargain collectively.

National Labor Relations Board (NLRB) - Created by the National Labor Relations Act to oversee labor relations.

National union - A union having broad regional coverage with numerous affiliated locals.

Negotiating committee - Committee of a union or an employer selected to negotiate a collective bargaining contract.

Negotiating ranges - The minimum and maximum range set by each of the parties, within which they are willing to reach a settlement on any one particular issue and beyond which it is more desirable to strike.

Negotiation - The process by which representatives of labor and management bargain to set conditions of wages, hours, benefits, working conditions and the machinery for handling grievances.

Neutrals - General term covering mediators, *fact-finders,* arbitrators, and other individuals who might assist the parties in their bargaining or contract administration efforts.

No-agent vote - An option available in collective bargaining elections that indicates a desire not to be represented by a bargaining *agent*.

No-raiding agreement - *Jurisdictional agreements* between national or international unions in which they agree not to pressure or entice workers to leave a union which has an established bargaining relationship with the employees in order to join another.

No-strike clause (and no-lockout clause) - Provision in a collective bargaining agreement in which employee organization agrees not to *strike* and employer agrees not to *lock-out* employees for the duration of the contract. See also *Strikes*.

Non-binding arbitration - Advisory arbitration in which neither employees nor management are obliged to abide by the decisions of a third party called in to mediate a labor dispute. See also *Arbitration, Fact-finding, Mediation.*

Non-reappointment - A decision not to renew the contract of an untenured or probationary faculty member. Non-reappointment usually involves a denial of tenure and takes effect at the end of the teacher's contract; differs from dismissal, which is immediate.

Non-teaching professional - Faculty who do not teach but who hold professional positions in a college or university. Examples include librarians and admissions counselors.

Normal attrition - Refers to any reduction in departmental personnel due to resignation, retirement, transfer or death.

Norris-LaGuardia Act, see *Anti-Injunction Law.*

Occupational Safety and Health Act (OSHA) - Federal legislation prescribing standards and enforcement procedures pertaining to health and safety.

Open-end agreement - A collective bargaining agreement which has no fixed termination date and is in effect indefinitely, subject to a specified number of days' notice by either party that it considers the agreement at an end.

Open shop - Opposite of closed or union shop; employees are not required to join or pay fees to a union.

Overload - Teaching or administrative responsibilities in addition to regular assigned load. Overload classes often assigned by seniority bid system. See also *Workload.*

P & B Committees - Personnel and Budget Committees operate on departmental, school and college levels and are responsible for such areas as appointment, reappointment, tenure, promotion and budget.

Package increase - A combination of benefits including wage increases.

Partial strike - A work stoppage by key employees in an operation in order to put economic pressure on the employer. See also *Strike.*

Past practice clause - A clause in a contract stating that previous practices of the employer will continue except as modified by the contract. In higher education, such a clause is commonly used to continue faculty participation in campus governance. Such a clause is the opposite of a *zipper clause.*

Permanent arbitrator - An *arbitrator* who is appointed under the terms of a collective bargaining agreement for a specified time period to hear all grievance arbitrations during that time.

Permissive subjects of bargaining - Subjects that are not *mandatory,* but on which the parties may bargain if both sides wish to do so, for example, issues of *governance.* It is illegal to insist on such bargaining if the other side refuses.

Picketing - Public demonstrations of the existence of a labor dispute with the employer.

Portable pensions - Pension plans which increase the mobility of employees by allowing them to transfer earned pension credits from one employer to another.

Preferential hiring - Agreed-upon arrangement whereby the employer gives preference in hiring to union members, to applicants with previous training and experience, or by order of the NLRB to employees found to be discriminatorily discharged.

Preferential shop - An agreement between an employer and union whereby union members are afforded preference over non-members in some aspect of employment.

Probationary faculty - Faculty members who are awaiting *tenure*.

Professional employee - As defined by the National Labor Relations Act: Any employee whose work is predominantly intellectual and varied in character, involves the consistent exercise of discretion and judgment, and requires knowledge of an advanced nature in the field of physical, biological, or social science, or in the field of learning. (The work is usually of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time.) Employees qualifying as "professional" under Sec. 2 (12) of the Taft-Hartley Act may not be included in a unit containing non-professional employees unless the professional employees so elect.

Professional leave - Leave, with or without pay, granted for reasons related to professional development. Includes study, research, travel, political office.

Professional sanctions - Techniques to bring pressure upon an employer; developed by faculty associations as alternatives to strike sanctions. They include the following: publicity directed at unsatisfactory working conditions; recommendations that members of the profession refuse to accept employment with the employer; censure, suspension, or expulsion of members who take jobs with the employer; organized campaigns to arouse public opinion and political action to force change.

Progression wages - Graduated incremental wages within specific limits for each job, based on length of service or merit ratings in contrast to increased wages resulting from promotions to higher jobs.

Public Employment Relations Board (PERB) - State agency having jurisdiction over public sector labor relations. Also called Public Employment Relations Commissions (PERC), ERB, SLRB, ERC.

Raiding - An organization's attempt to enroll members of another organization or employees already covered by an agreement negotiated by another organization, with the intent to usurp the latter's bargaining relationship.

Rank and file - Members of a union other than the officers.

Rank differential - Structural distinctions made between academic ranks, usually for purpose of salary, seniority and promotion.

Ratification - Formal approval of a newly negotiated agreement by vote of the organization members affected. Federal Act imposes no obligations regarding manner of ratification, however, in higher education ratification procedure is normally specified in bargaining agent's constitution and by-laws.

Recognition - The acceptance by an employer of an employee organization as the majority representative of employees in an appropriate unit. Recognition is a major step in the establishment of a collective bargaining relationship and usually follows an election in which the majority of employees have selected an organization to represent them. Under certain conditions, employers may also voluntarily recognize an organization without an election or official certification.

Refusal to bargain - Findings made by the administrative agency indicating that either the employer or the union has failed to bargain "in good faith" according to the requirements of the statute.

Reinstatement - Return to employment of persons unlawfully discharged. Reinstatement and the award of back pay lost during the period of discharge are often joined together to compensate employee completely.

Released time - Time granted from classroom activity to allow faculty team time to devote to preparation for bargaining, attendance at bargaining sessions, and other matters directly or indirectly related to bargaining. Amount of released time depends on *teaching load,* number of faculty negotiators, contract negotiation vs. contract administration, and whether released time is financed by the institutions.

Renewable contracts - A tenure alternative whereby faculty member is given an employment contract for a specified number of years, usually 3-5 year contracts that may be renewed.

Renewal clause - The section of a collective bargaining agreement which provides for the automatic extension of the agreement, usually on a year-to-year basis.

Re-opening clause - A provision in a collective bargaining agreement stating the time or the circumstances under which negotiations can be requested prior to the expiration of the contract. Re-openings are usually restricted to specific wage issues and not used for the contract as a whole.

Reserved rights (Residual rights) - Management rights theory which states that those areas not bargained for are reserved for management. See also *Management rights.*

Retirement, Mandatory - Statutory or contractual requirement placing an age limit beyond which full time employment may not continue.

Retrenchment - The layoff of academic personnel or the curtailment of academic programs due to the loss of enrollment or *financial exigency.*

Retroactive pay - When normal annual faculty salary increases may have been deferred, between bargaining and ratification of contract for instance, recovery of lost money is referred to as retroactive pay.

Right-to-bargain - The collective bargaining rights of a labor organization as provided for by federal and state law. It obtains these rights when it has been recognized and certified as the collective bargaining agent for employees in the *bargaining unit*. The right to bargain is retained as long as it is supported by a majority of the unit.

Right-to-organize - The right to be free from interference or retaliation of any kind by the employer; one of the basic rights given to employees under collective bargaining legislation.

Right-to-work laws - State laws which make it illegal for a collective agreement to contain union shop, maintenance of membership, preferential hiring, or any other clauses calling for compulsory union membership. State legislatures were authorized to pass such laws by the Taft-Hartley Act of 1947.

Ripple effect - The impact of a negotiated wage increase or other economic benefit upon the expectations of other employees who are not covered by that collective bargaining agreement but who work under the same employer.

Run-off election - Second election directed by a labor board when the first election failed to produce a majority vote for any one choice presented.

Sabbatical leave - Paid leave of absence which may be granted to a faculty member after a period of service, usually seven years.

Salary schedule - Structural delineation of salaries, increments, degree differentials, longevity and economic compensation criteria.

Savings clause - Generally a provision included in collective bargaining agreement which stipulates that should any part or provision of the agreement be declared illegal, the remainder of the agreement will remain valid. Also called separability clause.

Scope of bargaining - A term used to describe the subjects that are deemed to be bargainable, usually summarized in relevant legislation as "wages, hours, and other terms and conditions of employment." In higher education, a major distinction is made between *mandatory* and *permissive* subjects.

Secondary strike - A strike against an employer who uses or sells materials from a struck plant; differs from a *sympathy strike* in that there is a business connection between the employers involved in the initial and the secondary strikes.

Senate, Faculty - Governance structure whereby faculty deliberate and make recommendations to the president and/or trustees over matters of academic policy, personnel policies, budget and related matters. Also called University Senate when administrators and students are included along with teaching faculty.

Seniority - Length of service in a college, often defined as departmental and/or university-wide.

Seniority - Absolute or Qualified - Provision in collective bargaining agreement which modifies seniority from one with no limits (absolute) to one where seniority "shall be a factor where all other things are equal" or where seniority "shall be considered where the applicant is qualified."

Separability clause, see *Savings clause*.

Settlement agreement - Terms agreed upon in the settlement of charges before the NLRB without a formal hearing, decision and order. To be binding, such agreements must have the consent of the NLRB.

Severance pay - A lump sum paid to a worker who has been permanently separated from the job due to reduction of work force, the elimination of certain job classifications, or any reason for which the worker is not responsible.

Showing of interest - The support a union must show among employees in bargaining unit before NLRB will process union's election petition. The Board requires a union seeking a representation election to make a showing of interest among 30 percent of the employees in the bargaining unit.

Standard agreement - A collective agreement prepared by the national union for use by its locals. The purpose of a standard agreement is to relieve the locals of the task of drafting their own agreements while promoting the standardization of working conditions throughout the industry.

Step system increase - Mechanism for determining future salary increases. Base salary is fixed for the first year in each rank, with a specified increase for each subsequent year in that rank. An automatic increment for promotion in rank can be built into system.

Strike - Concerted cessation of work as a form of economic pressure by employees, usually organized, to enforce acceptance of their terms. See also *Illegal Strike, Secondary Strike, Sympathy Strike, Wildcat Strike.*

Strike notice - Any type of notice that must be filed with a state or federal agency stating that negotiations have come to an impasse and a strike is pending.

Strike vote - Balloting or canvass on question of calling a strike.

Student employment - An issue in collective bargaining involving graduate students, for the most part, who may be engaged as teaching assistants and research assistants. They may or may not be included in the bargaining unit, and may or may not have rights under the collective agreement.

Subcontracting - Process whereby work normally assigned to or claimed by the bargaining unit is bid to outside firms or employers.

Submission - A submission, sometimes called a "stipulation" or an "agreement to arbitrate" is used where there is no previous agreement to arbitrate. Signed by both parties, it describes an existing dispute and often also names the arbitrator.

Sunshine bargaining, see *Goldfish bowl bargaining*.

Supervisor - As defined by the National Labor Relations Act: Any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, to adjust their grievances or effectively recommend such action. Under most labor laws, supervisors may not be included in a bargaining unit with employees they supervise. In the *Yeshiva University* case, the 2nd Circuit Court of Appeals overruled NLRB and held that due to the prevailing system of *governance*, faculty were supervisory and even managerial personnel and therefore not entitled to bargaining rights under the NLRA. The issue is being reviewed by the Supreme Court since it affects faculty in the private sector.

"Sweetheart" contract - A collective bargaining agreement reached where one party has "sold out" to the other for reasons not evident at the bargaining table. Often associated with company-run union.

Sympathy strike - A strike of workers who are not directly concerned with the matter in dispute but have participated in order to demonstrate worker solidarity and thus broaden the group pressure upon the employer against whom there is a strike for a specific cause.

"Tandem" wage increase - An increase automatically given a group of employees as the result of an increase negotiated with another group.

Taylor Law - The popular name of New York State's public employment collective bargaining statute, enacted in 1967.

Teaching load, see *Workload*.

Temporary employee - One who is employed for a short period of time and who, therefore, does not have seniority rights, tenure, or other privileges incident to permanent status.

Tenure - Long-term job security and salary rights given to a faculty member upon completion of a probationary period. Tenure may be granted at any time, though usually a specified period is indicated--e.g., three to six years--in which there must have been continuous service. Tenure protects from dismissal for all but gross violations of law, ethics or academic standards of behavior, but is no protection in some situations of *retrenchment* and *financial exigency*.

Tenure, Cyclical - An alternative form of tenure in which individuals are granted tenure under a multi-year arrangement during which time said individual can only be removed for cause.

Tenure, Early - Provision that allows applicant to apply for tenure prior to the statutory or contractual probationary time period.

Tenure, Instant - A term used to describe contract provisions by which a faculty member, from the moment of appointment, is protected from dismissal. Also often associated with senior administrative appointments.

Tenure portability - Provision allowing tenure to be transferred from one department, campus, school, college, university to another.

Tenured-in - A situation in which the high number of tenured faculty members prevents the appointment of new teachers.

Transfer - Refers to permanent reassignment from one department to another within the university in accord with the job description and individual's qualifications.

Trilogy (Steelworkers) Cases - 1) Steelworkers vs. Warrior and Gulf Navigation Co., 363 U.S. 593, (1959).
2) Steelworkers vs. American Mfg. Co., 363 U.S. 564, (1959).
3) Steelworkers vs. Enterprise Wheel & Car Corp., 363 U.S. 574, (1959).
Series of three U.S.S.C. decisions involving the issue of the scope of arbitration. Held in *Warrior and Gulf Navigation* a clause is arbitrable unless the collective bargaining agreement specifically excludes it from arbitration. In *American Mfg. Co.*, the court ruled that determinations as to grievances being frivolous and baseless were subjects properly before the arbitrator and not the courts. In *Enterprise Wheel & Car Corp.*, the court held that it was not the function of courts to determine if arbitration awards were founded on correct contractual interpretation and that only arbitrators could properly make that decision.

Trustees - Governing board of college or university, often appointed by governor or chief executive of political subdivision in case of public sector and by the corporation in private sector.

Tuition reimbursement - Plan providing reimbursement to faculty members for course work taken in conjunction with and related to teaching responsibility. May be for course taken at employee's institution in form of tuition waiver or an outside one. Also refers to plan whereby coverage is afforded to authorized dependents.

Umpire - A neutral outside person employed jointly by the union and the employer usually for a definite period of time, to whom final decision disputes over the interpretation or application of provisions of the agreement are referred. Although *arbitrator, impartial chairman*, referee, and umpire are sometimes used indiscriminately, the latter three are more commonly applied when such persons serve in a permanent capacity as distinguished from an arbitrator who is appointed to settle a particular dispute.

Unauthorized strike - A strike by employees contrary to the advice or without the consent of their union.

Unfair employment practice - Discrimination in employment based on race, color, religion, sex, national origin. Forbidden by federal and some state laws.

Unfair labor practice - Any action by the employer or employee organization that interferes with the exercising of the right to engage in organizational efforts and collective bargaining - a practice forbidden by the National Labor Relations Act and several state labor relations acts.

Union dues - Monthly sums paid by union members to their local unions. The amount of the dues is sometimes set by the international union, but more often by the local. See also *Dues checkoff*.

Union security clauses - Provisions in a collective bargaining agreement designed to protect the status of the employee organization. Some devices are *agency, closed, and union shops*, and *maintenance-of-membership* provisions.

Union shop - Arrangement with a union that allows employer to hire any employee, union or non-union, but the new employee must join the union within a specified time and remain a member in good standing.

Union steward - A union representative usually elected by the employees to help them with grievances and to convey information to union officials or administrators. The union or "shop" steward continues to work for the employer while handling union duties.

Unit determination - The determination of which individuals are to be represented by the faculty bargaining agent. Important issues in higher education are the inclusion in the faculty bargaining unit of non-teaching professionals, part-time faculty, and supervisory and managerial personnel; a further issue is the inclusion of multi-campus units and professional schools.

Up-or-out rule - A practice used by most universities and colleges under which faculty members denied tenure after a specified period are automatically denied reappointment. See *non-reappointment* and *probationary faculty*.

Vesting rights (vested rights) - Applicable to many pension or retirement plans. Refers to the pension rights which permit employees to terminate employment before attaining retirement age, but without forfeiting accrued pension financed through employer contributions.

Visiting professorship - Program providing for limited number of visiting or exchange professorships between institutions. Questions such as unit inclusion, economic compensation and terms and conditions of employment are a matter for negotiations.

Wage reopener - A clause in the contract allowing re-opening of negotiations on wages after a certain time, or dependent on certain conditions, even though the contract has not terminated.

Wagner Act, see National Labor Relations Act.

Walkout - Often a synonym for a strike; sometimes refers to a *wildcat strike.*

Wildcat strike - A work stoppage, usually spontaneous, by a group of organized employees without the authorization or approval of the employee organization.

Work jurisdiction - Right claimed by union under its charter to have its members and no others engaged in certain work. See *Jurisdictional dispute.*

Workload - Determination of faculty "productivity" is usually tied to maximum teaching load (classroom hours, class size, faculty-student ratio) plus additional standards relating to faculty office hours, research, service to academic community.

Yeshiva Decision - Decision by the United States Second Circuit Court of Appeals holding that all faculty share in the management of the university and are thereby excluded from coverage of the National Labor Relations Act. Currently on appeal to U.S. Supreme Court (1979). See NLRB v. Yeshiva University, 582 f. 2d 686 (2nd Cir. 1978). See also *Supervisor.*

Zipper clause - A contract provision that seeks to close all employment terms for the duration of the agreement by stating that the written document is "complete in itself" and "sets forth all terms and conditions" agreed upon by the parties. This has the opposite effect of a *past - practices clause.*

PRIMARY SOURCES OF ECONOMIC AND STATISTICAL DATA

American Arbitration Association
140 West 51 Street
New York, New York 10020

American Association for Higher Education
One Dupont Circle, N.W., Suite 780
Washington, D. C. 20036

American Association of Community and Junior Colleges
One Dupont Circle, N.W., Suite 410
Washington, D. C. 20036

American Association of State Colleges and Universities
One Dupont Circle, N.W., Suite 700
Washington, D. C. 20036

American Association of University Professors
One Dupont Circle, N.W., Suite 500
Washington, D. C. 20036

American Council on Education
One Dupont Circle, N.W.
Washington, D. C. 20036

American Federation of Teachers
11 Dupont Circle, N.W., 5th Fl.
Washington, D. C. 20036

American Management Association
135 West 50 Street
New York, New York 10020

Association of American Universities
One Dupont Circle, N.W., Suite 730
Washington, D. C. 20036

Association of College and Research Libraries
American Library Association
50 East Huron Street, 3rd Fl.
Chicago, Illinois 60611

Association of Governing Boards of Universities and Colleges
One Dupont Circle, N.W., Suite 720
Washington, D. C. 20036

Association of Labor Relations Agencies
1215 Western Avenue
Albany, New York 12203

Bureau of National Affairs, Inc.
1231 - 25th Street, N.W.
Washington, D. C. 20037

Carnegie Commission on Higher Education
2150 Shattuck Avenue
Berkeley, California 94704

The Chronicle of Higher Education
1333 New Hampshire Avenue, N.W.
Suite 500
Washington, D. C. 20036

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